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30	112 0	211 0	464 10	*819 0	*1,167 0
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The Solicitors' Journal and Reporter.

LONDON, JUNE 8, 1889.

CURRENT TOPICS.

WE BELIEVE that the Lord Chancellor has already called together the Rule Committee of Judges to consider the representation made by the Incorporated Law Society with respect to the recent order as to taxation of costs, and that very many, if not all, the suggested amendments, especially those with regard to an appeal from the taxing master, under rule 5a, and the mode of reckoning the one-sixth disallowed from a bill of costs, under rule 5b, will be conceded.

MR. WILLIAM FREDERICK BAKER, solicitor (of the firm of LAW-RANCE, BAKER, & WALDRON), of 14, Old Jewry-chambers, has been appointed a Taxing Master in Chancery, in succession to Mr. CHARLES FLETCHER SKIRROW, resigned. Mr. BAKER was admitted a solicitor in 1867.

THE LAND TRANSFER BILL passed through Committee in the House of Lords on the 31st ult., with certain amendments, including a provision enabling the Queen, by Order in Council, to suspend from time to time the operation of an Order in Council for compulsory registration in any particular land district. It is stated that the Duke of BEAUFORT has given notice that on the motion for the third reading of the Bill he will move that it be read a third time that day three months.

WE RECEIVE, too late for publication this week, a copy of the letter to their Parliamentary representatives on the Land Transfer Bill which the solicitors of Manchester have signed, and which we are informed has been adopted by the solicitors in the outlying towns near Manchester. We believe that the movement instituted by the Council of the Incorporated Law Society is progressing satisfactorily both in London and the provinces.

MR. JUSTICE KEKEWICH, having practically disposed of such of the actions before him as were ready for hearing, and the transferred actions being announced as not to be heard before next sittings, has for several days this week been assisting Mr. Justice STIRLING by taking a batch of adjourned summonses. This class of business appears to have caused of late something like an obstruction in the court of Mr. Justice STIRLING, to which it is hoped this assistance will afford some relief.

THERE APPEARS to have arisen a degree of laxity with respect to carrying in papers for the use of the judge on the hearing of short causes, and accordingly a notice is posted up in some of the courts of the Chancery Division calling attention to the subject. This notice, although so posted, does not, on the face of it, appear to be official, and we do not print it; but in effect it repeats the notice to be found in small print at the foot of the sittings paper, which is as follows:—"Any cause intended to be

heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer one clear day before the cause is to be put in the paper."

WE CONFESS we are not sorry that even the modified proposal, substituted at the meeting of the Law Association for the original motion with regard to amalgamation with the Solicitors' Benevolent Association, was lost. There was no doubt much to be said in favour of the amendment; it would be reasonable to consider whether economy, and perhaps efficiency, might not be promoted by combining the institutions; but, on the other hand, the opinion of the members of the Law Association, so far as expressed by the circulars returned, was very decidedly against the amalgamation, and it is questionable whether an amalgamation against the wish of a considerable section of the members would be very advantageous to the Solicitors' Benevolent Association. It is, we think, better to allow the matter to rest until opinion has come round to something more nearly approaching unanimity, and we hope that the result of the discussion may be a determination on the part of the members of the Law Association to use every effort to obtain increased support for that valuable institution.

IT APPEARS from a paper containing the conditions of contract proposed to be entered into for "preparing, printing, and publishing the *London Gazette*," that a change is contemplated in the regulations as to the insertion in that journal of notices of dissolution of partnerships. Hitherto we believe that such notices, signed by the partners named, have been received by the office and inserted in the *Gazette* on the authority of a London solicitor. But now we find it provided by the "Regulations for the guidance of the contractor," in the schedule to the conditions, that "Notices of dissolutions of partnerships shall not be inserted unless signed by the partners named therein or by their legal representatives; and the signature or representative character of the signatory must be verified by statutory declaration made by a solicitor of the Supreme Court"; and, further, that "A notice of dissolution of partnership not signed by all the partners or their legal representatives must be accompanied by a statutory declaration made by a solicitor of the Supreme Court, to the effect that such notice is given in pursuance of the terms of the partnership to which it relates." We do not suppose that solicitors will complain of the requirement of a statutory declaration; certainly commissioners will not, but we think that the public are likely to do so. But we would ask whether the new regulation is dictated by some notion that London solicitors are not to be trusted? If so, how is it that a solicitor is to be trusted to make a declaration that, in the second case, the notice is given "in pursuance of the terms of the partnership to which it relates." It is obvious that in many cases all a solicitor can state in his declaration is that, to the best of his belief, the notice is given in pursuance of the terms of the partnership; whether a notice of dissolution—say on the expulsion of a partner—is given in pursuance of the terms of the partnership is a question of fact, depending on whether the partner is properly expelled.

IT IS, OF COURSE, possible that the Bishop of London will take the advice of Mr. Justice MANISTY, and acquiesce in the decision recently given against him; but, considering the discordant nature of the judgments, he will not act like an ordinary litigant if he abstains from carrying his case to a higher court. Section 9 of the Public Worship Regulation Act, 1874, requires a bishop, upon a representation of irregularities being made to him, to put the matter in course for trial, unless he "shall be of opinion, after considering the whole circumstances of the case, that proceedings should not be taken on the representation, in which case he shall state in writing the reason for his opinion." Unfortunately the Legislature did not follow this up, as it well might have done, by stating in what way, if any, the reasons thus assigned were to be subject to review, and the question is whether this omission can be supplied by the courts. Mr. Baron POLLOCK was willing to leave the whole responsibility on the Bishop, and declined to add any-

thing to the words of the statute. But it seems to us that his judgment took no notice of certain considerations which cannot well be neglected. The discretion vested in the Bishop is not absolute in the ordinary sense, so as to be out of reach of a writ of *mandamus*; it can only be exercised for assigned reasons, and the check thus put upon it would be nugatory if the reasons were not subject to review. In the present case it was assigned as one of these reasons that the matter had already been practically decided in the Exeter case—*Phillipotts v. Boyds* (L. R. 6 P. C. 435); but, as a matter of fact, this is a mistake, as there are fundamental differences between the two cases. To allow, therefore, that the Bishop's reasons were not subject to review would have been to prevent *bona fide* litigation brought to decide an unsettled point of ecclesiastical law. It is not necessary to go as far as the Lord Chief Justice, and to say that the Bishop's reasons are so bad as to be no reasons at all. This is inaccurate, and the language is hardly suitable for one dignitary to hold towards another. The true ground was taken by Mr. Justice MANISTY when he placed the issuing of the high prerogative writ of *mandamus* upon the principle of *Magna Charta*, that the Crown is bound neither to deny justice to anyone nor to delay anybody in obtaining justice. Had the Legislature laid no duty upon the Bishop to give reasons, his discretion would have been absolute, and no court could have interfered with it; but since it has required the reasons, and yet has provided no machinery to secure that they shall be proper ones, it is not an unreasonable occasion for the interference of the Crown in pursuance of its general duty to secure justice. The Lord Chief Justice did not add to the weight of his judgment by the remarks with which he concluded it. For him to assert his own liking for the crucifix, and draw attention to the fact that, nevertheless, his decision was against the Bishop, was either a perfectly unnecessary statement that he merely did his duty or a hint that judges less high minded might allow themselves to be swayed by their own private feelings. This would be an insinuation which the bench has not deserved at Lord COLERIDGE's hands.

THE JUDGMENTS of the Master of the Rolls are always entitled to the greatest respect, and, in arriving at results most conformable to common sense and common usage, he makes short work with the technicalities of the law. But there are certain accepted principles by which lawyers work which cannot be disturbed without the gravest inconvenience, and not the least important is the rule that the words of a legal document shall be allowed to speak for themselves. The way in which Lord ESHER violated this principle in his judgment in *Leighton v. Hughes*, the case of the Chantry bequest, is probably unparalleled, and we are convinced that he would have been the first to protest had such a course been adopted by anyone else. The appeal was from a judgment of Mr. Justice NORTH, who had produced the most convincing reasons why the Council of the Royal Academy were not authorized by the will of Sir FRANCIS CHANTREY to employ the funds at their disposal in the purchase of mere designs for sculpture before these had been transformed into finished and permanent works of art. The question turned not only on the direction in the will that no commissions or orders were to be given for the execution of works afterwards to be purchased, though this is pretty conclusive; but also on the scheme according to which the Council of the Academy were to approve of each purchase. Upon the construction contended for, this must have been done twice, once when the design was first selected, and again when the finished sculpture was presented for approval. But of such double vote the will contained no hint. The selection of each work of art was to be made by the council, and after each purchase the names of the members sanctioning or opposing it were to be entered in a book. This clearly did not contemplate two occasions, a preliminary and a final one, when the opinion of the council was to be ascertained. Moreover, no one knew better than Sir FRANCIS CHANTREY himself the ordinary course of work in a sculptor's studio, and he might well have provided for the selection of mere designs had he felt so inclined. All these reasons and more were contained in the judgment of Mr. Justice NORTH, but a more favourable hearing was hoped for in the Court of Appeal. Obviously the will was to be construed according to the ordinary rules of construction, and the fact that the

Council of the Royal Academy wanted a particular meaning to be given to it, while neither the trustees nor the Attorney-General opposed, should have put the court specially upon its guard to insure that no violence was done to its provisions. But, instead of this, the Master of the Rolls, assuming that Sir FRANCIS CHANTREY's design was to promote sculpture in preference to painting, and, further, that sculpture could only be effectively promoted if the council were at liberty to select unfinished designs, resolved by hook or by crook to get such a meaning out of the will as would allow of this being done. Accordingly he stated it to be the duty of the court to use the most artful skill in putting a construction on the testator's words "which would not defeat what everyone who understood art must know was the object of the testator"; and elsewhere, that the court must be astute so to construe the language as to carry out "what must have been the testator's intention." It is to be observed that nothing is said here as to any actual intention of the testator except so far as he had the general design of promoting the art of sculpture; but the particular means by which this is to be done are to be taken, not from the testator's language, but out of the judge's own ideas on the advancement of the art. We should suggest, on the other hand, that it is the business of the court to ascertain the exact meaning of the words used by the testator, and that it is immaterial whether the result will carry out more or less successfully his presumed intention. There are, indeed, sundry artificial rules of construction which frequently defeat a testator's object, and the court may be as astute as it likes in getting over these, but astuteness is altogether out of place when it is wanted for the purpose of placing a construction upon words, convenient enough for the parties concerned, but which the words themselves will not fairly bear. As to the actual way in which Lord ESHER exercised his astuteness, it will be sufficient to refer to the distinction he drew between words in the will, probably introduced by the draftsman, and those presumed to have been contained in the instructions of Sir FRANCIS CHANTREY. The only legitimate outcome of such a process is to admit original instructions to probate with the will itself; this would be certainly more satisfactory than guessing at their contents. Fortunately COTTON and FRY, L.JJ., were not tempted out of the beaten paths, but had either of them followed the Master of the Rolls a precedent of the most dangerous tendencies would have been established.

IN THE CASE of *Eland v. Medland* (*ante*, p. 336) Mr. Justice NORTH decided that he had no jurisdiction to allow trustees their costs out of the trust estate, on the ground that all the beneficiaries were not before the court. An originating summons had been taken out under R. S. C., ord. 55, r. 3 (g), for the determination of a question arising in the administration of the trust, and under rule 5 A (a) it had been duly served on one of the persons whose interests were sought to be affected. To say that, under those circumstances, the trustees cannot be allowed their costs, is to put pressure upon them to bring all the beneficiaries before the court, and so to greatly increase the expense of the proceedings. The Court of Appeal have now had the case before them, and have (as reported elsewhere) adopted a different view. The proper procedure having been taken under order 55, and everything having been done in obedience to the rules, there was no reason why the general jurisdiction as to costs conferred upon the judge by ord. 65, r. 1, should not apply, especially as the right of a trustee, who has not unreasonably instituted any proceedings, to costs out of the trust estate is thereby directly sanctioned. This decision will greatly facilitate the inexpensive settling of questions arising in the administration of trusts.

Sir Arnold William White having consented to preside at the twenty-ninth anniversary festival of the Solicitors' Benevolent Association on Thursday, the 27th inst., there will, we trust, be a large number of supporters present on that occasion. The annual "S. B. A. Dinner" has now become a popular gathering of members of the profession, who meet in a social way, but with the common object of promoting the welfare of their distressed brethren. Application for tickets, &c., should be made to the secretary.

The Commissioners for Oaths Bill was read a third time in the House of Commons on the 30th ult.

A MEASURE FOR EMBARRASSING AND INCREASING THE COSTS OF THE TRANSFER OF LAND.

It is odd that a Government which, in successive Queen's Speeches, has announced the introduction of a measure for "cheapening the transfer of land," should be now engaged in carrying through a Bill the effect of which will be to increase the cost of, and to occasion serious difficulty in, the transfer of land. The Customs and Inland Revenue Bill, which has passed through the House of Commons, contains a clause, to which, so far as we know, no attention has been directed in Parliament, but which seems likely to create the most serious difficulty in many cases in making a binding contract for sale of land. It is very unfortunate that the matter should have escaped notice, because the House of Lords has no power to alter the money Bill, and unless prompt action is taken, in the way of representation to the Chancellor of the Exchequer, the clause will become law as a matter of course.

The provision to which we refer is clause 18, which runs as follows:—

18. *Certain contracts to be chargeable as conveyances on sale.* (1.) Every instrument containing a contract, whether executed or executory, for the sale or purchase of any property, save such as passes by delivery, or must be conveyed by deed, shall, so far as relates to stamp duty thereon, be deemed to be a conveyance on sale of such property; provided that the *ad valorem* duty paid upon any instrument in respect of any executory contract shall be returned by the Commissioners of Inland Revenue, if within twelve months from the date of the first execution of the instrument, the executory contract shall have been rescinded, or shall have become null and void by reason of any notice given according to the terms of the instrument, or the default of any party thereto to perform any condition precedent specified in the instrument, and declared to be essential to the completion of the contract.

(2.) Any instrument made subsequently to the instrument containing the contract for the purpose of vesting in the purchaser the property contracted to be sold shall not be charged with any higher duty than ten shillings.

As we read this clause, it provides that every agreement for sale of property is, for the purposes of the Stamp Act, 1870, to be deemed to be a conveyance on sale of such property, unless the property comprised in the agreement is either (1) transferable by delivery, or (2) such as can be conveyed by deed only. The first exception is probably not likely to give rise to much difficulty, but the second appears certain to occasion in many cases the utmost perplexity. It makes the question, whether the *ad valorem* stamp is to be impressed on the contract or on the conveyance, depend on whether the property sold is or is not capable of being transferred without a deed. If a deed is not necessary for the transfer, the stamp must be on the contract; if a deed is necessary, the stamp must, under the provisions of the Stamp Act, 1870, be on the conveyance.

It is not necessary for our present purpose to enumerate the various kinds of property which may be transferred without deed; it is sufficient to say that there is one large class of property for the transfer of which a deed is not necessary—viz., equitable interests in land. All that is necessary in the case of these interests (except an equitable estate tail; but probably not excepting an equitable chattel interest in land, notwithstanding 8 & 9 Vict. c. 106, s. 3, which, it is considered, relates only to the legal interest) is that there should be a writing duly signed in accordance with section 9 of the Statute of Frauds. Of course, as a matter of fact, equitable interests in land are ordinarily conveyed in the same manner as legal interests, so that there can be no allegation that the revenue has been defrauded in this respect.

A portion of the perplexity to which we have referred will arise in this way. No purchaser who enters into a contract for the purchase of land can ever be sure that the legal estate is in the vendor; in many cases the question whether it is or is not outstanding depends on the construction of a series of complicated transactions or of the terms of an obscure devise in a will. In many cases the vendor's solicitor himself, and sometimes even the most learned conveyancing counsel, would be unable to say, at the time the contract was entered into, whether the legal estate is or is not in the vendor. In these cases it is usual to insert in the contract a provision that if the legal estate is outstanding it shall be traced and got in by, and at the expense of, the purchaser: the contract is, then, in effect,

that, if the vendor has the legal estate, he will convey it to the purchaser, and that, if the vendor has not the legal estate, he will convey the whole equitable interest to the purchaser, so as to enable the latter to call for the legal estate. In the first alternative the contract is one which cannot be carried into effect without a deed; the contract must, therefore, bear a 6d. stamp, and the conveyance the *ad valorem* stamp. In the second alternative the contract need not be carried out by deed, and it must, therefore, according to the new provision, bear the *ad valorem* stamp, while the conveyance must bear a 10s. stamp. So that, suppose the purchaser's solicitor has his part of the contract stamped with the full *ad valorem* duty, and it afterwards turns out that the vendor has the legal estate, then the conveyance and not the contract is the instrument to be stamped, and he will apparently be unable to give the conveyance in evidence until he has had it stamped with the *ad valorem* duty. It appears to us that if the new provision becomes law, no purchaser of land under a contract containing the usual provision as to outstanding legal estates can be sure that his contract or conveyance will be properly stamped.

But supposing we are wrong in considering that a purchaser of land who has his contract stamped as a conveyance will not be safe, and supposing that by producing both contract and conveyance stamped according to the new provision, he can have the latter admitted in evidence, let our readers consider the inconvenience which will arise from the payment of the full *ad valorem* conveyance duty on a contract which may never be carried out. There is a curiously limited power of obtaining return of the duty within twelve months from the date of the contract, but anyone who has any experience of Somerset House will know the difficulty which will be experienced in obtaining repayment. It must be remembered, moreover, that the cases in which the difficulties will arise are just those in which the investigation of title, and litigation connected therewith, may last longer than a year.

There are, however, other serious difficulties likely to arise if the clause becomes law. Wherever a contract for sale of land has been stamped with the *ad valorem* duty, it will apparently be necessary that it should be preserved with the title deeds, and produced on any future dealing with the property. The 10s. stamp provided for on the conveyance is not a denoting stamp, and will be no evidence that the contract was properly stamped. Of course, unless the contract was properly stamped, the 10s. stamp on the conveyance will be insufficient. We need not point out in detail the inconvenience which will result from the necessity for preserving and producing contracts for sale. What will solicitors say to having to produce, twenty years after a sale by auction, the agreement signed by the purchaser on the back of the conditions of sale, and bearing, say, a £50 stamp? It will be remembered that, since the Customs and Inland Revenue Act of last year, a vendor cannot protect himself from the liability to produce a properly stamped document dated subsequently to that Act.

Again, in the case of a sale by auction, it will be practically impossible to write the contract on stamped paper; the amount of *ad valorem* duty not being ascertainable until the sale is complete. Whosoever duty it may be to stamp the contract—whether that of the purchaser, as is probable, or of the vendor—it would appear that, if he neglects to do so within the period allowed, the other party will be left to have it stamped on payment of the heavy penalties imposed by the above-mentioned Act.

Considering that the *ad valorem* duty on conveyances commences with a 6d. stamp and rises by small steps up to 10s. for £100, it is obvious that, in the case of transactions of £100, when the *ad valorem* stamp must be impressed on the contract, the duty will be doubled, and, in the case of transactions below that sum, much more than doubled, if the new provision becomes law. There will be the *ad valorem* duty on the contract and 10s. on the conveyance. And even in the case of sales for £300, where the contract has to be stamped with *ad valorem* duty, the stamp will be increased by one-third. It is obvious, therefore, that the clause will be a serious tax on small purchasers of land. There are other questions—as, for instance, who is to have possession of the copy of the contract bearing the *ad valorem* stamp?—but we think we have said enough to shew the extreme importance of immediate steps being taken to have the clause we have referred to omitted or greatly modified. Probably the intention was to strike at sales of goodwill and other things of that sort, for the assignment of which a

deed, though often employed, is not necessary. In cases of that nature various schemes have been adopted by conveyancers to avoid the necessity of a deed and the consequent stamp, and if the clause were strictly limited to this class of transactions we should see no objection to it. We think that the draftsman of the clause cannot have been aware of the difficulty he was creating in the transfer of land; and we believe that, if the effect of the clause is properly represented to the Chancellor of the Exchequer, he will not hesitate to take measures to have it amended.

RETURN OF DEPOSIT UPON A VENDOR AND PURCHASER SUMMONS.

It may seem a strange thing that there should be an accumulation of authority upon a point apparently so simple as this, whether the court has jurisdiction upon a summons under the Vendor and Purchaser Act, 1874, to order the vendor to return the purchaser's deposit money and interest. But so it is. There are cases in the books in which the deposit money has been ordered to be returned, and there is now a case in which that order has been withheld. It may be worth while briefly to review the present state of the authorities, first noticing what the Act itself says. By section 9 "a vendor or purchaser of real or leasehold estate in England, or their representatives respectively, may, at any time or times, and from time to time, apply in a summary way to a judge of the Court of Chancery in England in chambers, in respect of any requisitions or objections, or any claim for compensation, or any other question arising out of or connected with the contract (not being a question affecting the existence or validity of the contract), and the judge shall make such order upon the application as to him shall appear just, and shall order how and by whom all or any of the costs of and incident to the application shall be borne and paid." This is the statutory rule. Let us now turn to the "judge-made" law upon the matter, first noticing the opinion expressed by Lord Justice JAMES in *Re Burroughs, Lynn, and Sexton* (25 W. R. 520, 5 Ch. D. 601), that, upon the true construction of the Act, whatever could be done in chambers upon a reference as to title under a decree where the contract was established, can be done upon proceedings under this Act, and that what the Act has done is this: it has enabled the parties to dispense with the form of bill and answer, of statements of claim and defence, and at once to put themselves in chambers in exactly the same position in which they would have been, and with all the rights which they would have had, under the old form of decree.

This being the position of parties to a vendor and purchaser summons, we will pass through the decisions in order of date. In February, 1880, the Court of Appeal affirmed generally the decision of Mr. Justice FRY in *Re The Metropolitan District Railway Co. and Cosh* (28 W. R. 685, 13 Ch. D. 607). The company's attempted sale of the strata of land above their underground railway as "superfluous land" was frustrated, and the company were directed to return the deposit which had been paid by an intending purchaser, with interest at four per cent., no doubt being raised as to the jurisdiction. Then in January, 1882, in *Re Higgins and Hitchman's Contract* (30 W. R. 700, 21 Ch. D. 95), Vice-Chancellor HALL, who was lately described by Lord Justice LINDLEY as one of the most cautious of men, thought that the court had jurisdiction to order a return of deposit. There was a fatal objection to the title, and the vendor was ordered to return the deposit, paying the purchaser's costs of investigating the title. In the same line followed Lord [then Mr.] Justice FRY in *Re Smith and Stott* a year later (31 W. R. 411). There it had turned out that property which was sold as freehold was in reality subject to a long term of years from the year 1668, at a yearly rent of three shillings, and the judge, in sustaining the purchaser's objection to this title, again asserted the jurisdiction to order a return of the deposit money, with interest, on the ground that such a return is a question "connected with the contract," although it was contended that if there is jurisdiction to order back the deposit upon a vendor and purchaser summons, then the court can also award damages for breach of contract. Such damages, however, must obviously be claimed in an action of deceit. The matter slumbered for three years, until, in January, 1886, it reappeared before the late Mr. Justice PEARSON in *Re Yielding and Westbrook* (31 Ch. D.

344), when the judge ordered the repayment of the deposit, with interest, and gave the purchaser the costs of the summons, including his costs of investigating the title. "In making this order," said he, "I follow the decision of Vice-Chancellor HALL in *Re Higgins and Hitchman's Contract* (*ubi sup.*). If that was an innovation, I think it was a good one." Again it was not long before another purchaser, in May, 1886, having succeeded in establishing that his vendors had not a good title, asked to have the return of the deposit, and also interest on the deposit, and the costs which he had incurred in investigating the title (*Re Hargreaves and Thompson's Contract*, 32 Ch. D. 454). In that case the point of jurisdiction was fully argued before the Court of Appeal, and the court gave a considered judgment in favour of the jurisdiction, on the ground that there is authority given by the Act, not only to decide the questions asked, but also to make such an order as will be just as the natural consequence of the decision. "Although, no doubt," said Lord Justice Cotton, "interest cannot be given on the deposit, except by way of damages, and the cost of investigating the title would not be given to the purchaser if he brought an action, except by way of damages, yet they are damages which, without any special case being made, would be awarded, and properly awarded, either by a judge or by a jury in a case where the vendor could not make a good title to that which he purported to sell. And, in my opinion, this Act of Parliament authorizes us, not only to make an order for a return of the deposit, but to give in addition that which, without any special circumstances, and under ordinary circumstances, would be the consequence if an action had been brought to recover damages. And in so doing we are not treating it as an action for damages, because, in my opinion, we could not go into any special case which the purchaser might make to get extraordinary damages or special damages, but can only give damages which naturally flow as the right of the purchaser from the order that we have made declaring that the vendors have not made a good title." This is the most comprehensive statement of the jurisdiction which is to be found in the books, and we must confess that we fail to see, as Mr. Justice STIRLING seems to have done in a case to be referred to presently, that Lord Justice LINDLEY's judgment in *Re Hargreaves and Thompson's Contract* is more guarded or less outspoken. The result is that there have, in nine years, been five cases, the last, in the Court of Appeal, being a very strong one, to the effect that a purchaser can, by taking the ordinary proceedings under the Act, obtain a return of the deposit which he has paid, as well as interest and expenses. That this should be done was in all probability the object of the Legislature, designing that either purchaser or vendor should be able to obtain the decision of the court upon an isolated point instead of being compelled to have recourse to the whole machinery which would be put in motion by an action or by a suit for specific performance.

We have now traced the assertion of the jurisdiction in question, at first tentatively, at last authoritatively, in a line of five cases. That jurisdiction has still more recently been cut down, if not denied, by Mr. Justice STIRLING in *Re Davis and Cavey* (40 Ch. D. 601). There the purchaser of property, described in the particulars as "leasehold business premises," had discovered the existence of seriously restrictive covenants, and was held entitled to a declaration that the vendor's title was not such as the purchaser could be compelled to accept. Then he asked for a return of his deposit money, but it was refused, apparently on the ground that by asking for it he raised a question which affected the validity of the contract. Mr. Justice STIRLING denies any absolute rule that the court has jurisdiction under the Act in all cases in which a purchaser may be entitled to a return of deposit. You can only have your deposit back when you raise no question as to the validity of the contract. If you raise such question you are driven to your independent action for the return of the deposit. How did the purchaser in *Re Davis and Cavey* raise any more question as to the validity of the contract than the purchaser in *Re Hargreaves and Thompson*? The Court of Appeal in the one case and Mr. Justice STIRLING in the other are agreed that you cannot, upon a summons under the Act, question the validity of the contract; you cannot, for instance, raise any question whether it is fraudulent or not. Granting this, why should the purchaser in *Re Davis and Cavey* meet with harder measure than his predecessor, and receive only the cold comfort that his right to "bring such action as he may be

advised" for a return of the deposit remains unprejudiced? *Interest reipublicae ut sit finis litium*, and if Mr. Justice STIRLING's decision be right, that the jurisdiction is not absolute, the Legislature might well be asked to pass a short amending Act to set at rest these doubts as to the jurisdiction. For our part, we fail to see how the decision of Mr. Justice STIRLING is reconcileable with that of the Court of Appeal. Sweep away *Re Davis and Cavey* so far as it is concerned with this point, and we should have left an intelligible and a workable rule of law. If the return of deposit is not "a matter arising out of or connected with the contract," it is hard to see what is.

CORRESPONDENCE.

THE PRESIDENT OF THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—Having regard to the active interest which it is well known the President of the Incorporated Law Society has taken in opposing the compulsory provisions of the Land Transfer Bill, and to the generally energetic manner in which he has vindicated the just interests of the profession, I submit it is well worthy of consideration whether, if he is willing to undertake the office of president for the ensuing year, he should not be re-elected to that office.

I write, of course, without communication with him, either direct or indirect.

If, as is most likely, the Land Transfer Bill fails to pass this session, it will probably be re-introduced next session, and either with or without the compulsory provisions.

I therefore think there are substantial grounds for the suggestion I have ventured to make, for the consideration of those with whom the responsibility of settling this question practically rests.

June 5.

AN OLD MEMBER.

MR. TAXING MASTER SKIRROW.

[To the Editor of the Solicitors' Journal.]

Sir,—This gentleman has resigned; and will take his leave of the office on the 15th inst.

I should say, from my knowledge, derived from the Judicial Statistics, that for the twenty-seven years during which he has been taxing master the profit which the country must have derived from the labours of himself and his two clerks, after payment of all their salaries, would amount, at the least, to £31,000! Averaging about £3,000 a year.

His loss to the profession will be long felt, and will be of a twofold character; they lose a thorough man of business, and one who always transacted his business in such a way as to make everyone with whom he came in contact feel that he was more than a man of business—a friend.

JAMES RAWLINSON.

Upper Holloway, N., June 4.

LAW CHARGES—CROWN LIFE ASSURANCE CO.

[To the Editor of the Solicitors' Journal.]

Sir,—In a circular letter which my directors recently addressed to solicitors on the subject of the advantages which this office offers to borrowers on reversions and life interests, they drew attention specially to the adoption by the company of a greatly reduced scale of law charges.

I have reason to believe, from what has been brought under my notice, that an erroneous impression as to the position of our solicitors in relation to these reduced costs has been left upon the minds of some of those who have perused the circular, and I would therefore ask permission to be allowed, through your columns, to state that the reduction of our law charges referred to is a matter entirely between the company and the public, and that our solicitors do not forego any portion of the costs properly payable to them under the scale fixed by the Legislature.

The position is simply this: My directors, being desirous of enlarging their investments in a class of security which is eminently suited for the moneys of a progressive life office whose assurance fund is constantly increasing, have, to attract borrowers on reversions and life interests, taken upon themselves the payment of one-half of the scale costs, and they have communicated, through the solicitors who are likely to represent these borrowers, the exceptional advantages thus offered by the "Crown."

A. MACKAY, Secretary.

Crown Life Assurance Co., 188, Fleet-street,
London, E.C., June 6.

CASES OF THE WEEK.*

Court of Appeal.

ROGERS v. WHITELEY—No. 1, 4th June.

PRACTICE—ATTACHMENT OF DEBTS—GARNISHEE ORDER—BANKER—MONEYS ATTACHED EXCEEDING JUDGMENT DEBT—DUTY TO HONOUR CHEQUES—R. S. O., XLV., 1.

Action for damages for dishonouring certain cheques drawn by the plaintiff upon the defendant, a banker. The plaintiff kept an account with the defendant, and at the time in question there was standing to the credit of the plaintiff in the defendant's bank the sum of £6,870. A garnishee order was served upon the defendant under ord. 45, r. 1, attaching all debts owing or accruing due from the defendant to the plaintiff to answer a judgment for £6,000 recovered against the plaintiff. The plaintiff thereupon drew certain cheques upon the defendant against the balance of £870 over the amount of the judgment debt, but the defendant refused to honour them. The garnishee order was subsequently discharged, and the plaintiff brought this action. Pollock, B., gave judgment for the defendant, and the Divisional Court (Mathew and Gratham, JJ.) affirmed this judgment. The plaintiff appealed.

THE COURT (LORD COLERIDGE, C.J., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. LINDLEY, L.J., said that the defendant had £6,870 standing to the credit of the plaintiff, and at the same time he was served with a garnishee order attaching this sum to answer a judgment for a smaller amount. It was contended that the order only created a charge to the amount of the judgment debt, and that it was the duty of the defendant to retain sufficient to pay the judgment debt, leaving the balance free to be drawn against. The garnishee order was obtained under ord. 45, r. 1, which provided that "all debts owing or accruing" from the third person might be attached; and the form of order (appendix K. No. 39) was in the same words. What effect would that order produce upon the person upon whom it was served? Full effect would not be given to the words unless they were held to prohibit the person served from parting with any of the money. To say that such a person, if a banker, was liable for not honouring cheques of the judgment debtor under those circumstances would be to go too far. In *Chaiteston v. Watney* (17 Ch. D., at p. 262), Cotton, L.J., said that "the effect of a garnishee order is to bind the debt attached and to prevent the creditor from receiving it." That was the effect of the order until it was made absolute or discharged. A banker, therefore, would not be compelled to honour cheques drawn upon him by the judgment debtor, though if he was willing to undertake the risk he might do so, retaining sufficient to satisfy the judgment debt. The effect of holding otherwise would be to impose a serious responsibility upon bankers. A banker, in the ordinary course of business, only followed the cheques of his customer to the extent of the assets, regardless of any equities attaching to the moneys. A garnishee order only affected the equitable right of the customer to the moneys. It would be impossible to impose upon bankers the duty of discriminating in such cases as to whether the moneys belonged in equity to the customer or not. The judgment must be affirmed. LOPES, L.J., concurred. Upon the garnishee order *nisi* being served, the defendant was justified in refusing to honour the plaintiff's cheques during the pendency of the order. It might be that a banker would allow the balance, after retaining sufficient to satisfy the judgment debt, to be drawn against; but, if he did so, it would be at his own risk. Lord COLERIDGE, C.J., concurred.—COUNSEL, *Candy*, Q.C., and *Paget*; *Waddy*, Q.C., *T. W. Chitty*, and *E. M. Pollock*. SOLICITORS, *A. P. Jackson*; *Roche & Son*.

JAMES v. JAMES AND BENDALL—No. 1, 1st June.

ARBITRATION—REVOCATION OF SUBMISSION—DISCRETION OF COURT.

This was an appeal from the decision of a divisional court (Denman and Stephen, JJ.), reported 37 W. R. 494. On the 2nd of August, 1887, the plaintiff, as executrix of the late Mr. Vaughan James, a solicitor at Haverfordwest, entered into an agreement with the defendants, by which it was provided that a partnership should be formed between the two defendants, one of whom was her son, to carry on the business of her late husband, and that they should take over the office furniture and books at a valuation. The last clause of the agreement was as follows:—"No charge to be made by Mrs. James for the goodwill of her late husband's practice." The defendants had carried on the business as partners for some time, when the plaintiff issued the writ in the present action, claiming the return of all title deeds, papers, and documents belonging to her late husband. The action was referred to arbitration, and the arbitrator, having been requested to decide the point, held that the papers in question did not pass to the defendants under the word "goodwill," and he declined to state a case for the opinion of the court on this point. The defendants then obtained a rule *nisi* to revoke the submission to arbitration, on the ground that the arbitrator had wrongly decided this question, but it was discharged by the Divisional Court. The defendants appealed.

THE COURT (LINDLEY and LOPES, L.JJ.) dismissed the appeal. LINDLEY, L.J., said that it was plain that the court had authority to revoke a submission to arbitration. That authority was given by implication by section 39 of 3 & 4 Will. 4, c. 42. But the power was discretionary. The case of *East and West India Docks Co. v. Kirk & Randall* (12 App. Cas. 738) had been cited, but that case did not lay down any general principle

which interfered with the discretion of the court. In that case the circumstances were very exceptional, and very large interests were involved, and the House of Lords had thought fit under those circumstances to revoke the submission to arbitration, although the Court of Appeal had not thought fit to do so. In this case, however, the arbitrator had been induced by the defendants to do what he would not otherwise have done, and had been pressed to decide the meaning of the word "goodwill" in this agreement. That was fatal to the defendants' claim to revoke the submission, and entirely justified the court in refusing to do so. He wished to express no opinion as to the meaning of the word "goodwill." LOPES, L.J., concurred. While speaking with all deference of the case of *East and West India Docks Co. v. Kirk & Randall*, he could not but regret the decision of the House of Lords, since he thought that it tended to diminish one of the chief advantages of arbitration—namely, its finality. But the power to revoke a submission was discretionary, and in this case there was no ground for exercising that discretion. As to the question of the meaning of "goodwill," he, like Lindley, L.J., desired to express no opinion.—COUNSEL, *Tindal Atkinson*, Q.C., and *Thomas Terrell*; *F. C. Gore*. SOLICITORS, *Bridges, Sawtell, Heywood, Ram, & Dibdin*, for *J. P. Bendall*, Newmarket; *Peacock & Goddard*, for *Eaton, Evans, & Williams*, Haverfordwest.

Re CAWLEY & CO., Ex parte HALLETT—No. 2, 3rd June.

COMPANY—TRANSFER OF SHARES—RECTIFICATION OF REGISTER OF SHAREHOLDERS—SHAREHOLDER INDEBTED TO COMPANY—CALL MADE AFTER PRESENTATION OF TRANSFER FOR REGISTRATION—COMPANIES ACT, 1862, s. 35.

This was an appeal from a decision of Chitty, J. The question was whether the company should have registered a transfer of shares. W. B. Hallett was a director of the company and held 2,300 shares. On the 15th of December he sold 2,000 of his shares for £80 to Jones, and executed a transfer, and on the morning of the 18th of December the transfer was left at the company's office for registration. Nothing was then done on the shares for unpaid calls. On the afternoon of that day a meeting of the directors was held at which the transfer was, with others, presented for registration, and it being reported that the bankers of the company had declined to renew a loan unless the unpaid capital of the company was forthwith called up, a resolution was proposed and carried that the remainder of the capital should be called up. Hallett was present at the meeting and dissented from the resolution, on the ground that as the transfers were presented for registration before the call was made, they should be registered at once. The resolution did not state the date or place for payment of the call, but at a meeting on the 17th of January a time was fixed for payment of the call, and notices were sent to the shareholders. The articles of association of the company provided (27) that no person being indebted to the company, either in respect of calls or otherwise, should, without the consent of the board, which consent they might give or withhold at their discretion, transfer any share; (38) that the amount payable on the shares should be payable at the bankers of the company, or at such other place as the board should appoint, with such deposit and in such instalments and manner and at such time as should be appointed from time to time by the board; (42) that all calls should be deemed to be made at the time when the resolutions authorizing them were passed by the board; and (44) that the board might by any subsequent resolution appoint a new time and place for payment of a call as regarded such persons as had not paid the same. Hallett applied for the rectification of the company's register by registering his transfer. Chitty, J., held that the directors had a right to take their business in whatever order they thought proper, and he refused the application.

THE COURT (Lord ESHER, M.R., and COTTON and FRY, L.JJ.) reversed the decision. Lord ESHER, M.R., said that at the date of the transfer Hallett knew that the company was not in a prosperous condition, and that in all probability a call would shortly be made, and he transferred the 2,000 shares to a solicitor's clerk for £80. The inference which his lordship drew was that Hallett transferred the shares in order to evade a prospective call. But it was not suggested that the transfer was not a real transfer, or that he intended to keep the shares in his own power. On the morning of the 18th of December he sent in the transfer for registration to the company's secretary, who was the person appointed by the articles for that purpose. Under the articles the directors had, under ordinary circumstances, no discretion to refuse registration of a transfer, and their act would therefore be merely ministerial; but they had a discretion to refuse to register a transfer if the shareholder was indebted to the company. The directors on the 18th of December declined to register this transfer, and the question was whether they were entitled to do so. They were not entitled to decline unless they had a discretion under the articles, and they had no discretion unless the shareholder was indebted to the company. It was suggested that Hallett was indebted to the company from the time that he became a shareholder in respect of the amount unpaid on his shares, but if that were the meaning of the word "indebted" in clause 27 of the articles the clause would be futile and misleading. That could not be the meaning. Then it was said that the time at which the indebtedness of the shareholder was to be ascertained was not when the transfer was handed in to the proper officer, but the time when the question of registration was submitted to the directors for their consideration. To that there were two answers—first, the directors had nothing to consider; secondly, if that were so, the directors might choose the time at which they would do the ministerial act of registration, and might delay it until after a call had been made; and in that way they would acquire a discretionary power which they would not have had but for their own delay. The time when the transfer ought to have been registered was the time when it was handed in to the proper officer, and at that time Hallett was not indebted to the company. Subject to any equity, there was an end of the

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

case, even if a call was made on the 18th of December. But, in his lordship's opinion, no call was made on that day. The articles shewed that a time and place for the payment of the call ought to be named, and, apart from the articles, it was of the essence of a call that a time and place for payment should be fixed. The utmost that could be said was, that, taking the two meetings of the 18th of December and the 17th of January together, there was a valid call made on the later day. It was argued that it was inconsistent with the duty of a director to transfer his shares in order to evade a call which he either knew, or had reason to know, would be made. The courts had come to a contrary conclusion, and there was no such equity. In *Ex parte Parker* (L. R. 2 Ch. 685) a shareholder, who knew that a meeting had been summoned for the purpose of making a call, persuaded the directors to postpone the meeting until a subsequent day, and led them to understand that he would not transfer his shares in the meantime, and then he did transfer his shares. That raised an equity against him. But here the directors did not do any act on the faith of Hallett not transferring his shares, for he had already transferred them. In *Gilbert's case* (L. R. 5 Ch. 559) directors, being required to make a call, postponed doing so till a later day in order to get rid of their shares, and they were held liable notwithstanding the transfer of the shares. But that did not apply to the present case, because the transfer was made before the meeting. There was, therefore, no reason why the directors should not perform the merely ministerial act of registering the transfer. *COTTON and FRY, L.JJ., concurred.—COUNSEL, Romer, Q.C., and Maidlow; Maclean, Q.C., and C. B. M' Laren. SOLICITORS, Lickerish & Bellord; Blewitt & Tyler.*

Re FAWCETT AND HOLMES'S CONTRACT—No. 2, 29th May.

VENDOR AND PURCHASER—ERROR IN PARTICULARS OF SALE—CONDITION AS TO COMPENSATION—ERROR NOT SUBSTANTIALLY AFFECTING SUBJECT-MATTER OF CONTRACT—RESTRICTIVE COVENANT—COVENANT NOT BINDING ASSIGNORS OF COVENANTOR.

This was an appeal against an order made by North, J., in chambers upon a summons under the Vendor and Purchaser Act of 1874 taken out by vendors. The questions were, whether a restrictive covenant would bind the purchaser, and whether the purchaser was bound to accept compensation for a deficiency in the quantity of the property as described in the particulars of sale. The trustees of a testator put up for sale by auction some property which had belonged to him. In the particulars lot 1 was described as follows:—"All that messuage or dwelling-house known as Quarry House, situate in Teall-street, Wakfield, with the builder's yard, stables, and premises, as lately in the occupation of George Fawcett, and containing 1,372 square yards." By the 13th condition of sale it was provided that "the property is believed and shall be taken to be correctly described, but if any error, misstatement, or omission in the posters, plans, or particulars, or in the special or these general conditions be discovered, the same shall not annul the sale; but, if pointed out before completion of the purchase, and not otherwise, compensation shall be allowed by the vendor or purchaser, as the case may require, and the amount of such compensation shall be settled by arbitration," in the mode provided by another condition. The purchaser objected to the title deduced by the vendors that the conveyance of the land to Fawcett contained a covenant by him restricting his right to build on the land, and that the particulars of sale contained no notice of this covenant. The covenant by Fawcett was not expressed in the conveyance to him as binding his assigns, though other covenants by him in the same deed were so expressed, but the purchaser contended that the restriction would bind him by implication. The vendors took out the summons for the determination of this question, and North, J., decided that the covenant was a merely personal covenant by Fawcett, and that it would not bind the purchaser. On the hearing of the summons the further objection was raised on behalf of the purchaser that the particulars of sale had misdescribed the property, for that, instead of containing 1,372 square yards as stated, it contained only 1,033 square yards. This, it was contended, was a misdescription so material as to be of the essence of the contract, and that therefore condition 13 did not apply. North, J., held that the purchaser would get in substance what he had contracted for, and that he was bound to complete his contract, being allowed compensation for the deficiency in quantity.

THE COURT (Lord Esher, M.R., and Cotton and Fry, L.JJ.) affirmed the decision. Lord Esher, M.R., said that the purchaser bought subject to the vendors making out a good title to the property. But the 13th condition of sale modified this right to some extent, and that condition was part of the contract. The question was therefore this—Would a court of equity, at the suit of a vendor who was willing to allow compensation in respect of an error as to the quantity of the property, have decreed specific performance of the contract by the purchaser, with compensation? As to the objection that Fawcett had entered into a covenant restricting his right to build on the land, the question was, whether it would prevent the present purchaser from doing what he pleased with the property. That depended upon whether it was a mere personal covenant by the covenantor, or whether it would bind a purchaser from him. The conveyance to Fawcett contained a number of conditions expressly binding him, his executors, administrators, and assigns, but in the case of the particular restriction now relied upon the word "assigns" was omitted. In some cases, no doubt, the word "assigns" might be implied in a contract, but here the circumstances pointed the other way. Fawcett was a builder, and it might well be that the person who was then conveying to him desired to restrict him as to the buildings which he might erect on the land, but did not wish the restriction to extend any further. The words of the covenant were in accordance with that view. They expressed only a personal covenant, and the circumstances led to the conclusion that

the words ought to be construed in their plain sense. If so, the covenant did not run with the land and would not prevent the present purchaser from building on the land as he pleased. This objection therefore failed. As to the other objection, if the misdescription of the extent of the property was within the 13th condition that condition was binding on the purchaser, and those who alleged that the vendors were not to have specific performance of the contract, when they were willing to allow compensation to the purchaser, must go the length of saying that, in a case directly within the condition, a court of equity would decline, at the instance of the vendor, to enforce specific performance with compensation. That would be a very strong proposition. If the error were such that the case did not come within the condition, it would be difficult to say that (unless the error were so trifling as to be comparatively of no consequence) the court would force the purchaser to take the property with compensation. Was this error, then, within condition 13? On the one side it was said that the condition applied, however great the misdescription might be, and on the other side that it applied only to misdescriptions of the most trifling nature. His lordship thought that neither of these views was right. The condition must be construed like any other contract, and it must be construed in the same way in every court, subject to this—that the court must consider whether the subject-matter did not impose some limitation on the words. The courts had already construed such conditions as not applying to every misdescription. The condition would not apply to a fraudulent misdescription, nor to a case in which the proper compensation could not be ascertained. His lordship thought that *Flight v. Booth* (1 Bing. N. C. 370) shewed that there were other cases not within such a condition. In that case Tindal, C.J., said, "We think it is at all events a safe rule to adopt that where the misdescription, although not proceeding from fraud, is in a material and substantial point so far affecting the subject-matter of the contract that it may reasonably be supposed that, but for such misdescription, the purchaser might never have entered into the contract at all, in such case the contract is avoided altogether, and the purchaser is not bound to resort to the clause of compensation. Under such a state of facts the purchaser may be considered as not having purchased the thing which was really the subject of the sale." The question therefore was, did the misdescription in the present case go to a material and substantial point so far affecting the subject-matter of the contract that it might reasonably be supposed that, but for that misdescription, the purchaser might never have entered into the contract at all? The subject-matter of the contract was the house called "Quarry House, with the builder's yard, stables, and premises, as lately in the occupation of George Fawcett"; the error was in the quantity only. Did the error go to the essence of the contract? Did it substantially alter the subject-matter? His lordship agreed with North, J., that it did not. Therefore the compensation clause applied. The error was not to annul the sale, but compensation was to be given by the vendors to the purchaser. If so, it was the duty of the court to say that the purchaser must fulfil his contract and to enforce specific performance against him, with compensation. In *Arnold v. Arnold* (14 Ch. D. 270) the Court of Appeal considered the misdescription a substantial one, and his lordship did not think they intended to overrule the previous decisions. In his opinion North, J., was, according to the rules of construction laid down by the authorities, right in saying that under this contract a court of equity must, at the suit of the vendor, decree specific performance, with compensation. *COTTON, L.J., concurred. FRY, L.J., did not see his way to state the rule more accurately than it was stated in Flight v. Booth, which, he thought, governed the present case. Under such a condition, if the error was not a material and substantial one, the vendor was entitled to specific performance, with compensation, not by force of any doctrine of equity, but upon the construction of the contract.—COUNSEL, Giffard, Q.C., and Methold; Dunham. SOLICITORS, Emmet, Eyn, & Stubbs; Watson.*

Re MEDLAND, ELAND v. MEDLAND—No. 2, 1st June.

ORIGINATING SUMMONS—JURISDICTION—COSTS—TRUST—ADMINISTRATION OF TRUST—R. S. C., LV., 3, 5; LXV., 1.

This was an appeal from a decision of North, J. (*ante*, p. 336), so far as he refused to give costs to the plaintiff (a trustee) out of his trust fund. A question was raised of considerable importance—viz., as to the jurisdiction of the court to order payment out of the trust estate of the costs of a trustee who has taken out an originating summons under order 55 to obtain the opinion of the court upon some question relating to the administration of the trust. An originating summons was taken out by the plaintiff, as one of the trustees and executors of a will, against the other two trustees and executors, for the determination of the question whether the trustees ought to take any—and, if so, what—steps to call in, or otherwise with respect to, certain mortgage securities for £2,000, £1,550, and £2,400, and interest, being part of the investments representing a sum of £10,000 held by the trustees upon the trusts of the will. The testator by his will bequeathed the residue of his personal estate to his wife and son (the defendants) and the plaintiff, on trust, in the first place, to appropriate such of any securities which he might hold at his death of the nominal value of £10,000 as might be selected by his wife; to permit her to receive the income of the selected securities during her life or widowhood; and after the determination of the trust he directed that the £10,000 and the securities representing it should fall into the residue of his estate, which he gave equally between his son and his daughter. He empowered his trustees to permit his personal estate to remain on the investments existing at the time of his death, and which were yielding interest, so long as they should think fit; and he declared that they should not be answerable for any loss which might be sustained by reason of the insufficiency of any security on which any portion of his personal estate might be invested at

the time of his death, and of their continuing the investments. The will contained no power for the trustees to vary investments. The testator died in December, 1872. After his death his widow selected certain of the securities to satisfy her legacy of £10,000, and on the 27th of June, 1873, she and the other trustees executed a deed poll appropriating the securities so selected accordingly. Among the selected securities were the three mortgages in question. On the 1st of June, 1875, the testator's daughter married, and by her marriage settlement, to which the widow, the son, and the daughter, and the then intended husband were parties, the trustees of the will were empowered to invest the £10,000 on certain securities therein mentioned, and to vary the investments. The deed was also executed by K., as trustee, jointly with the widow and the son of the settlement. Neither the daughter nor K. was served with this summons. The three mortgages in question were upon agricultural land, which had become very much diminished in value, so as to form a much less sufficient security for the mortgage money than they did at the time when the money was originally advanced, or when the selection was made by the widow. The plaintiff insisted that steps ought to be taken immediately to reduce the amount of the mortgage debt in each case to not more than two-thirds of the existing value of the property, in accordance with the ordinary rule of the court in the case of trust funds. The defendants submitted that they had a discretion with which the court would not interfere. North, J., directed an inquiry in chambers what ought to be done with the three mortgages, but he declined to make any order as to the costs, on the ground that he had no jurisdiction to do so, all the beneficiaries not being before the court. He held that the interest of the daughter was not sufficiently represented, all the trustees of her settlement not being parties, and those of them who were parties not being made defendants in that character. On the opening of the appeal the preliminary objection was taken that the appeal was for costs only, which were in the discretion of the court. THE COURT (LORD ESHER, M.R., and COTTON and FRY, L.J.J.) held that, the refusal to give costs being based on the want of jurisdiction, the judge had not exercised any discretion, and an appeal lay on the question of jurisdiction.

THE COURT held that there was jurisdiction. Lord ESHER, M.R., said that the question was whether the judge had jurisdiction at some time or other to deal with the costs of these proceedings, because his decision was that he had no jurisdiction at any time, either at the time when the case was before him or at any other time. The summons was properly taken out under rule 3 of order 55, which provides that (*inter alia*) "the executors or administrators of a deceased person, or any of them, and the trustees under any deed or instrument, or any of them, may take out as of course an originating summons for such relief of the nature or kind following as may be by the summons be specified and as the circumstances of the case may require—(that is to say) the determination, without an administration of the estate or trust, of any of the following questions or matters" (*inter alia*) (g) "The determination of any question arising in the administration of the estate or trust." It was plain that the question raised by this summons was such a question as was described in sub-section (g), and that it was raised by one of the trustees under an instrument. Rule 5 of the same order provided that the summons should be served "upon the persons, or one of the persons, whose rights or interests are sought to be affected," and this summons had been served at any rate on one of the persons whose rights were sought to be affected. The costs of the summons were in the discretion of the judge under ord. 65, r. 1, subject to the proviso that nothing in that rule was to deprive a trustee who had not unreasonably instituted or carried on or resisted any proceedings of any right to costs out of a particular estate or fund to which he would be entitled according to the former practice of the Chancery Division. Under the first part of the rule the judge had a discretion; under the proviso he was to consider whether the proceedings had been unreasonably instituted or carried on, and, if not, he was bound to give the trustee his costs. Taking all these rules together, in his lordship's opinion North, J., had jurisdiction to deal with the costs. He, however, had decided that he had no jurisdiction, and had not exercised his mind upon the matter, supposing he had jurisdiction. It was said that the judge was bound to exercise his jurisdiction at the time when the summons was before him. His lordship was not prepared to say that under some circumstances the judge could not give his decision upon the costs at the time, but it was clear that he was not bound to do so, and that he might reserve the exercise of his jurisdiction. The better course under ordinary circumstances was to reserve the costs until the inquiry was concluded, and the power of dealing with the costs immediately ought only to be exercised under unusual circumstances. The order of North, J., ought to be altered by adding a direction that all parties should be at liberty to apply in chambers as to costs. The costs of all parties of the appeal would be allowed out of the funds. COTTON and FRY, L.J.J., concurred.—COUNSEL, Napier Higgins, Q.C., and Vaughan Hawkins; Cozens-Hardy, Q.C., and Hornell. SOLICITORS, Palmer, Eland, & Nettleship; Hopgood & Dowson.

WHITE v. THE CITY OF LONDON BREWERY CO.—No. 2, 4th June.

MORTGAGOR AND MORTGAGEE—REDEMPTION—ACCOUNTS—MORTGAGEE IN POSSESSION—MORTGAGE OF PUBLIC-HOUSE TO BREWER—LEASE BY MORTGAGOR AS A "TIED" HOUSE—LIABILITY TO ACCOUNT FOR BREWERS' PROFITS.

This was an appeal from a decision of North, J. (32 SOLICITORS' JOURNAL, 645, 39 Ch. D. 559). The action was brought by a mortgagee for an account of the proceeds of the sale of a public-house which had been sold by the first mortgagees, who were brewers. On February 4, 1868, a publican, who held a lease for sixty years of the Woodstock Arms, mortgaged the premises to the City of London Brewery Co., to secure an advance of £700, with interest. In September, 1869, the company entered

into possession, and, in the first instance, they put an agent of their own into the house, to carry on the business, they supplying to him beer of their own manufacture at the ordinary trade prices. In March, 1871, they agreed to let the house to the agent as tenant, at a rent of £30—£15 for the house and £15 for furniture—the rent under the original lease to the mortgagor being £60. By the terms of the agreement the tenant was bound to "keep a sufficient stock of porter, ale, and beer for sale therein of the brewery of the said company, and none other." In 1873 the company let the premises to Hink for £60 a year unfurnished, with a similar restriction, except as to Burton ales. In 1879 the company, in exercise of a power of sale contained in their mortgage, sold the house for £2,650. The action was commenced in 1880 by the mortgagor to compel the company to account for the proceeds of sale and other moneys which they had received by virtue of the mortgage. At the trial judgment was given for the ordinary accounts as against a mortgagee in possession, a special inquiry being directed what profits were made by the company in carrying on the business after they took possession of the mortgaged premises, and what sums ought properly to be allowed to the company for skilled labour and expenses out of pocket in carrying on the business. On the further consideration of the action and a summons by the plaintiff to vary the certificate, it was contended on his behalf that the company must account for a profit of £1,900 made by them from beer supplied by them for carrying on the business, on the principle that a mortgagee could retain out of his security nothing but the principal, interest, and costs due to him. In the alternative it was contended that, the company having let the premises binding the tenant to take beer from them only, they could have let the premises "free" at a greater rent, and ought to account for the difference of rent. North, J., held that it was not open to him on the judgment to go into the question of the brewers' profits, though he expressed an opinion that the mortgagor was not entitled to an account of those profits. But he held that the mortgagees ought to be charged with a higher rent by reason of the restriction.

THE COURT (Lord ESHER, M.R., and COTTON and FRY, L.J.J.) affirmed the decision. They were of opinion that the question of brewers' profits was not open on the judgment. But they said that no authority had been produced which satisfied them that such profits ought to be accounted for. FRY, L.J., said that if it could be shown that by letting the house as a tied house a less rent was obtained than would otherwise have been obtained, the mortgagee would have in some way to account for the difference.—COUNSEL, Cozens-Hardy, Q.C., and A. A. Beckett Terrell; Napier Higgins, Q.C., and J. D. Fitzgerald. SOLICITORS, Carr & Co.; Western & Sons.

High Court—Chancery Division.

Re BALLANCE, BALLANCE v. LAMPHIER—Kay, J., 4th June.

WILL—CONSTRUCTION—RESIDUE OF RESIDUE—DIRECTION THAT SHARE OF RESIDUE SHALL SINK INTO RESIDUE—"TO BE SETTLED"—EXECUTORY TRUST.

Testator bequeathed £10,000 on trust for his daughter Eliza for life, and then for her children who, being sons, should attain twenty-one, or, being daughters, should attain twenty-one or marry, and if no such children one-fifth to Eliza's appointees by will, and in default, and also as to the other four-fifths, subject to her husband's life interest, "to sink into and form part of my general residuary estate, and be applied and disposed of as hereinafter mentioned." He made similar dispositions in favour of his daughter Mary, and gave all the residue of his real and personal estate equally amongst his children living at the time of his decease, "the shares of daughters to be paid to the same trustees respectively and to be settled upon the same trusts as their respective sums of £10,000," but with no power of appointment by will. The testator left seven children. Mary appointed one-fifth of her legacy, and died unmarried, so her other four-fifths fell into the general residue, and the question was, what was to become of her one-seventh share in that residue.

KAY, J., said that the words "to be settled" created an executory trust, in carrying out which the court would modify inapt provisions, and that the obvious modification would be to limit the share of residue of any daughter who died without issue who could take, so as to go over to the other residuary legatees, excluding the deceased daughter. Therefore Mary's share must go among the other residuary legatees.—COUNSEL, Marten, Q.C., and Chadwick-Healey; Renshaw, Q.C., and St. J. Clerke. SOLICITOR, C. A. Bannister.

Re CHAPPLE—Chitty, J., 31st May.

BANKRUPTCY ACT, 1883, s. 42—LANDLORD AND TENANT—DISTRESS.

In this case, C. having become bankrupt, his leasehold interest in certain premises and stock-in-trade thereon were assigned free from incumbrances by his trustee in bankruptcy to K., and K. took possession. At the date of the bankruptcy C. owed the lessor some two years' arrears of rent, and the trustee settled with the landlord for one year's past arrears. The lessor now claimed to distrain on the premises for the unpaid arrears, submitting that section 42 of the Bankruptcy Act, 1883, and the corresponding clauses of previous Bankruptcy Acts confined the landlord's right to distrain for one year's past arrears of rent only in respect of "the goods of the bankrupt," and did not take away his right of distress for additional arrears as against goods which had passed out of the possession of the bankrupt and which were on the premises. *Brookhurst v. Lowe* (7 K. & B.

176) was relied on in support of this contention. The lessor had not proved in the bankruptcy.

CHITTY, J., said that the object of section 42 was to protect the bankrupt's property from distress beyond a year's arrears, and to render it exempt from any further preferential claim in respect of rent, in order that what remained should be divisible amongst creditors generally. To limit section 42 in the way contended for was to import words into the section which were not there, and to extend the expression "goods of the bankrupt" into "goods of the bankrupt or his trustee." Unless the goods of the bankrupt were protected after sale, the protection purported to be given by the Act would be jeopardized, for the trustee would have either to remove the goods before sale or to sell subject to the landlord's claim for full arrears. Moreover, such a contention would render inoperative section 57, which enables the trustee to carry on the bankrupt's business for the benefit of his creditors, inasmuch as any article sold and left by the customer for ever so short a time on the premises might be seized by a bailiff of the landlord watching at the door. The goods in *Brocklehurst v. Lowe* appeared to have belonged to persons other than the bankrupt. He held that section 42 protected the goods of the bankrupt for all arrears of rent beyond a year which were payable by the bankrupt.—COUNSEL, *Herbert Lake; Eastwick. SOLICITORS, Lake, Beaumont, & Lake; Piesse & Son.*

Re COMBINED WEIGHING AND ADVERTISING MACHINE CO.—North, J., 1st June.

COMPANY—WINDING UP PETITION—LOCUS STANDI OF PETITIONER—"CREDITOR"—GARNISHEE ORDER ABSOLUTE—COMPANIES ACT, 1862, s. 82.

This was a winding-up petition, and the question was, whether the petitioner was a "creditor" of the company, as he alleged that he was. He had recovered judgment for £57 against W., to whom the company owed £38, and had obtained a garnishee order absolute directing the company forthwith to pay the £38 to him, and that in default thereof execution might issue for the same. He had issued execution against the company, and the sheriff had made a return of *nulla bona*. He alleged that he was a creditor of the company for the £38.

NORTH, J., held that the petitioner was not a "creditor" of the company. It might be that by the garnishee order W. had lost the right he would otherwise have had to petition to wind up the company. But the question was, whether the garnishee order had transferred the debt to the petitioner so as to make him a "creditor" of the company? Upon the authority of *Chatterton v. Watney* (25 SOLICITORS' JOURNAL, 428, 17 Ch. D. 259) it was clear that it had not, and therefore the petitioner was not a "creditor" of the company within the meaning of the Companies Act, and had no right to petition.—COUNSEL, *Ees; Firminger; George White. SOLICITORS, Norris, Allens, & Chapman; Perkins & Sawyer.*

High Court—Queen's Bench Division.

WATKINS v. SCOTTISH IMPERIAL INSURANCE CO.—27th May.

PRACTICE—WRIT—COMPANY INCORPORATED IN SCOTLAND, HAVING AN OFFICE IN ENGLAND—SERVICE WITHIN THE JURISDICTION—RIGHT TO SUE IN ENGLAND—COMPANIES ACTS, 1862, s. 62—R. S. C., IX., 8, XI., 1 (a).

This was an appeal from an order of Stephen, J., upholding an order of a master, who directed the writ of summons in the action to be set aside, on the ground that the defendants were a Scotch corporation, having their registered office in Scotland, and therefore were not subject to the jurisdiction of this court. The plaintiff sued as administratrix of her husband on a policy of life insurance effected with the defendants. The defendant company was incorporated in Scotland, but it had an office in King William-street in the City of London. The cause of action arose in England, and the writ was served at the London office. It was argued on behalf of the plaintiff that the writ was rightly so served. By ord. 9, r. 8, "Where, by any statute, provision is made for service of any writ of summons, bill, petition, summons, or other process upon any corporation . . . every writ of summons may be served in the manner so provided." And by section 62 of the Companies Act, 1862, "Any summons, notice, order, or other document required to be served upon the company may be served by leaving the same, or sending it through the post in a prepaid letter addressed to the company, at their registered office." But the defendants were a foreign corporation carrying on business in England; and therefore they might be sued in an English court, and the writ might properly be served on the head officer of their English branch: *Newby v. Van Oppen* (20 W. R. 383, L. R. 7 Q. B. 293), *Lhonneux, Limon, & Co. v. Hong Kong and Shanghai Banking Corporation* (34 W. R. 753, 33 Ch. D. 446). In *Jones v. Scottish Accident Insurance Co.* (17 Q. B. D. 421, 34 W. R. Dig. 150) it was held that a company which had its registered office in Scotland, and also had an office in London, was "domiciled or ordinarily resident in Scotland" within the meaning of ord. 11, r. 1 (e), and therefore could not be served out of the jurisdiction. Here the defendants had been served within the jurisdiction. If this were not allowed, it would follow that a Scotch corporation could not be sued at all in England, and, if so, Scotch corporations would have an unfair advantage over other foreign corporations.

THE COURT (MATHEW and GRANTHAM, JJ.) dismissed the appeal. Although the contract sued upon had clearly been made in this country, and was intended to be dealt with in this country, still, the effect of the rules was that a person domiciled or ordinarily resident in Scotland or Ireland could not be sued in this court in an action of contract, and the authorities shewed that a Scotch or Irish corporation was in the same

position. Therefore the service of the writ of summons had rightly been set aside.—COUNSEL, *W. H. C. Payne; Reginald Brown. SOLICITORS, Naylor & Faussett; Linklater & Co.*

Solicitors' Cases.

Ex parte LOVETT, Re NICHOLAS & PAINE—Q. B. Div., 1st June.

SOLICITOR'S COSTS—PARTNERSHIP ACTION—APPOINTMENT OF RECEIVER—BANKRUPTCY—CHARGING ORDER FOR COSTS ON ASSETS COLLECTED.

In this case an important question was raised as to the right of a solicitor to a charging order for costs on assets collected by a receiver appointed in a partnership action. The debtors, Nicholas and Paine, formerly carried on business in partnership, but, a dispute having arisen between them, an action was commenced by Paine against Nicholas in the Chancery Division, Mr. Lovett acting as solicitor for the plaintiff. A receiver was appointed in the action who got in certain book debts to the amount of £134, but a receiving order having been subsequently made against the debtors, the proceedings were transferred to the Bankruptcy Court. The assets which had been collected were paid over to the official receiver, and he now opposed the application of Mr. Lovett for a charging order on such assets for his costs on the ground that the costs were not properly incurred, it being alleged that the solicitor, before commencing the action, had been informed by the defendant that the partnership was insolvent. It was also contended that there was no evidence that any assets had been recovered by the appointment of the receiver which would not have been recovered in bankruptcy.

CAVE, J., allowed the application of the solicitor. His lordship said that the case was of considerable importance—in the first place, as involving the right of a solicitor to have a charge on the assets recovered in a partnership action; and, secondly, as to how far that right extended when the partnership was insolvent at the time when the action was instituted. No doubt, according to the principles of the Court of Chancery, where, in a partnership action, a receiver had been properly appointed, the court would give a charge on the funds collected by him in favour of the solicitor of the plaintiff. That was done because, where one party to a partnership so acted as to justify the other partner in asking for a receiver, and the receiver got in assets, those assets were taken to be preserved by the receiver, and under ordinary circumstances the solicitor would be entitled to a charge. That would apply where the costs were incurred properly and *bona fide*. Where the solicitor was well aware that the partnership was insolvent, and took steps and brought an action in the Chancery Division when proceedings might be taken in bankruptcy, for the purpose of making costs, he ought not to have costs, because they were not costs *bona fide* incurred in preserving the assets of the partnership. In the present case Nicholas had resorted to measures against his partner which he was not justified in doing. He had excluded Paine from the business, and, assuming that the partnership was solvent, the course adopted by the solicitor was the proper one. It was said that at that time the solicitor knew that the partnership was insolvent, and that he had been so informed by the solicitor to the defendant; but on the evidence that contention had not been made out, and it was clear that Mr. Lovett was not so informed. He was justified in bringing the action and in obtaining the order for the receiver. The effect of the appointment of the receiver was that certain assets were got in, and on those assets Mr. Lovett asked for a charging order. He was entitled to an order, and the extent to which it ought to go must have some reference to the benefit which the creditors of the partnership had derived from the steps which were taken. The order would be that Mr. Lovett should have a charge on the assets for the costs of the receiver, and the costs of the action properly and *bona fide* incurred down to notice of the act of bankruptcy.—COUNSEL, *Terrell; Yale Lee. SOLICITORS, A. H. Lovett & Co.; Spyer & Son.*

NEW ORDERS, &c.

REDEMPTION ACT (FUNDS) RULES 1889.

I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, with the approval and concurrence of the Lords Commissioners of Her Majesty's Treasury as to such of the Rules as require such approval or concurrence and with the consent of the Honourable Sir Edward Kay, the Honourable Sir Joseph William Chitty, the Honourable Sir Ford North, the Honourable Sir James Stirling, and the Honourable Sir Arthur Kekewich, Justices of the High Court, do hereby in pursuance of the provisions contained in the National Debt Redemption Act, 1889, and of every other authority enabling me in that behalf order that the following Rules and Regulations as to the money to be received on the redemption of Stocks standing in the name of Her Majesty's Paymaster General for and on behalf of the Supreme Court of Judicature under the above-mentioned Act and other matters relating to such Stocks or the dividends thereon be observed.

Rule I. In these Rules the following terms shall have the following meaning that is to say "New Consols" shall mean Stock created under the National Debt (Conversion) Act, 1888, or the National Debt (Redemption) Act, 1889, "Original Stock" shall mean any sum of Consolidated Three per cent. Stock, or Reduced Three per cent. Stock standing in the name of the Paymaster, "Original Act" shall mean the National Debt (Conversion) Act, 1888, "Redemption Money" shall mean any sum received by the Paymaster in payment off of the principal of such original stock, "the Act" shall mean the National Debt Redemption Act, 1889,

"Paymaster" shall mean Her Majesty's Paymaster General on behalf of the Supreme Court of Judicature, "Order" shall mean any Order of the High Court of Justice or Court of Appeal or any Order or Certificate in Lunacy, or any other authority to be acted upon by the Paymaster, and any expressions in these Rules shall have the same meanings as in the Act.

Rule II. Where by any Order an investment or accumulation in Consols or Reduced Annuities is directed, such investment or accumulation shall hereafter be made in New Consols, unless an Order to the contrary is lodged with the Paymaster.

Rule III. Where original stocks are by any Order directed to be transferred to any person, but the transfer shall not have been made before the 6th of July, 1889, the Paymaster shall pay to such person the redemption money when received by him or at the option of such person shall transfer to him an equivalent nominal amount of New Consols or an amount of Local Loan Stock equivalent at the certified price of the day of bespeaking the transfer to the amount of such redemption money. Such option shall be expressed at the time of bespeaking the transfer according to the Form A. in the Schedule hereto. Where original stocks are by any order directed to be sold but such sale shall have not been made before the said 6th day of July, 1889, the redemption money shall, unless otherwise ordered, be applied in the same manner as the proceeds of such sale would have been applied if the original stock had been sold instead of being redeemed.

Rule IV. Any person or persons to whom under any Order the dividends on any original Stock are payable desirous of signifying dissent to interest on the redemption money continuing to be paid as provided by Section 12 of the Act as amended by Section 3 of the National Debt Act, 1889, shall lodge with the Paymaster on or before the 1st day of July, 1889, a notice in the form B. to the Schedule hereto.

Rule V. Where under any Order Consols or Reduced Annuities are to be lodged in Court, the Paymaster shall be at liberty to receive in lieu thereof an equal nominal amount of cash and such cash shall be invested by the Paymaster in New Consols without any order for that purpose, and the dividends on such New Consols shall be applied in the same manner as the dividends on such Consols or Reduced Annuities would have been applicable.

Rule VI. The Paymaster shall, on any certificate of funds to be issued by him, notify the amount of redemption money in respect of which interest continues to be paid. The interest which continues to be so paid and also the amount received in respect of the proportionate part of the dividends on original stock accrued since the last date for the payment of dividends shall be paid or applied to the same person or persons or in the same manner as the dividends on the original stock would have been paid or applied if the same had not been redeemed. All Stop Orders, Charging Orders, Powers of Attorney and other documents relating to the original stock or the dividends thereon shall apply to such redemption money or the interest thereon.

Rule VII. The Paymaster shall on the receipt by him of a request in writing signed by the person or persons to whom under any order the dividends on original stock are payable at the time of such payment off and without any order for that purpose invest redemption money in New Consols. Such request shall be in the Form C in the Schedule hereto. If no such request shall have been received by the Paymaster before the 5th day of April, 1890, and if no order dealing otherwise with the redemption money shall have been lodged with him before that day the Paymaster shall invest the redemption money in New Consols.

Rule VIII. These rules shall apply to cases where an Order dealing with original stock directs the transfer of or the payment of the dividends on the residue of such stock after a previous dealing therewith.

Rule IX. Where a portion only of the dividends on original stock are under an order payable to any person or persons and the residue of such dividends are directed to be accumulated the Paymaster may act upon a consent or request from such person or persons in the same manner as if the whole of such dividends were payable to them.

Rule X. The New Consols purchased with redemption money under these Rules shall be placed by the Paymaster to the same credit as that to which the original stock was standing and such New Consols and the dividends thereon shall, unless otherwise ordered, be dealt with in the same manner as such original stock and the dividends thereon were directed to be dealt with, except that any investment or accumulation of dividends shall be made in New Consols. All Stop Orders, Charging Orders, Powers of Attorney, and other documents relating to the original stock or the dividends thereon, shall apply to such New Consols or the dividends thereon.

Rule XI. Where the dividends on New Consols shall be insufficient to make the payments by any order directed to be made out of the dividends on the original stock, the whole of such dividends shall be applied so far as the same will extend towards making such payments, but without prejudice to any application which may be made under Section 20 of the original Act to make up the deficiency out of capital.

Rule XII. No Court fee shall be charged upon any summons, order, certificate, affidavit, or other document or proceeding required only for the purpose of giving effect to these Rules, and no brokerage shall be charged upon any reinvestment of redemption money in New Consols or Local Loan Stock.

Rule XIII. All provisions in the Supreme Court Funds Rules, 1886, as to the exchange of Government Securities and transactions with the National Debt Commissioners shall apply to New Consols or Local Loan Stock.

Rule XIV. Notwithstanding these Rules, the Court or a Judge may,

if circumstances shall require, make a special order dealing with any redemption money.

Rule XV. Where under these Rules a consent or request has to be given or made by the person or persons to whom under any order the dividends on original stock are payable such consent or request may be given or made by any person holding a Power of Attorney to receive such dividends, but in such case it shall be stated on the face of such consent or request that it is given or made with the sanction of the person or persons by whom such Power of Attorney was granted.

Rule XVI. Any consent, request, or dissent required by these Rules may be acted upon by the Paymaster if the signature to it is authenticated in such manner as he shall deem sufficient.

Rule XVII. These Rules may be cited as the Redemption Act (Funds) Rules, 1889.*

SCHEDULE.

FORM A.

Short title of cause or matter as in the Order.

Ledger Credit (as in Paymaster's Books).

(Insert amount of Redemption money as in Paymaster's Books.)

I, the person (or we, the persons) to whom under the Order dated the £ Consols or Reduced Annuities represented by the above mentioned Redemption money are to be transferred, request that such Redemption money may be paid out (or) that a like sum of £ New Consols (or) a sum of £ Local Loan Stock equivalent at the certified price of this day to the amount of such Redemption money may be transferred to me (or us).

Dated (Signed)

FORM B.

Short title of cause or matter as in the Order.

Ledger Credit (as in Paymaster's Books).

£ Consols. £ Reduced Annuities.

I, the person (or we, the persons) to whom under the Order dated the Dividends on the above Consols (or Reduced Annuities) are payable hereby dissent from the Redemption money in respect thereof continuing to bear interest as provided by section 12 of the National Debt Redemption Act 1889 as amended by section 3 of the National Debt Act 1889.

FORM C.

Short title of cause or matter as in the Order.

Ledger Credit (as in Paymaster's Books).

(Insert amount of Redemption money in the Paymaster's Books.)

I, the person (or we, the persons) to whom under the Order dated the dividends on the £ Consols (or Reduced Annuities) represented by the above mentioned Redemption money were payable do hereby request that such Redemption money be invested in New Consols.

Dated this day of 188 (Signed)

LAW SOCIETIES.

LAW ASSOCIATION.

The annual general court of the Law Association was held on the 31st of May at the Examination Hall of the Incorporated Law Society, the vice-president, Mr. JOHN BOODLE, in the chair. The 72nd report of the board of directors was presented and approved.

Mr. NISBET moved the adoption of the working arrangement with the Solicitors' Benevolent Association, in accordance with the scheme set forth in our issue of the 25th ult., and the motion was seconded by Mr. GEORGE BURROW GREGORY.

Mr. JOHN HOLLAMS moved an amendment: "That it be referred to a committee of members of the association to consider and report to an adjourned meeting as to the desirability of amalgamating this association with the Solicitors' Benevolent Association, or, if deemed more expedient, entering into a working or other arrangement with the Solicitors' Benevolent Association with the view of saving unnecessary expense and inconvenience, and promoting the charitable objects of this association."

Mr. NISBET thereupon withdrew his motion in favour of Mr. Hollams' amendment.

Mr. BENJAMIN GREENE LAKE and Mr. HEDGER addressed the meeting in support of the amendment.

Mr. FINCH, Mr. CLADON, Mr. BRANDON, Mr. ANDERSON ROSE, and Mr. ARTHUR TOOVEY addressed the meeting in opposition thereto.

On a division the numbers were equal—21 for and 21 against the amendment. The chairman gave a casting vote against it, and it was therefore lost.

A circular had been sent to the members inviting them to express disapproval of the proposed scheme; 52 members returned the circular to the secretary, 3 of them expressing approval and 49 expressing disapproval of the scheme.

The ordinary general business of the annual court was then transacted.

GREAT YARMOUTH LAW SOCIETY.

At the annual general meeting of the society, held on the 27th of May, Mr. Charles Diver, president, in the chair, the following report was read:—Your committee has, during the past year, continued to watch carefully any proposed legislation affecting the profession. In this

* The advance copy of these rules with which we have been favoured does not contain any signatures or date.—ED. S. J.

endeavour they have been cordially supported by Sir E. Birkbeck, Bart. (M.P. for East Norfolk), and Sir H. W. Tyler (M.P. for this borough).

The principal Acts of Parliament which have passed into law since the last annual report of this society appear to be:—The Customs and Inland Revenue Act (51 & 52 Vict. cap. 8), The Law of Distress Amendment Act (cap. 21), The County Court Act (cap. 43), The Land Charges Registration and Searches Act (cap. 51), The Trustees Act (cap. 59), The Solicitors Act (cap. 65). The Land Transfer Bill, having again been brought before the notice of Parliament, has again been carefully considered by your committee. This Bill differs from the Bill of 1887, inasmuch as it is intended to embody the whole law of Registration of Title in one measure rather than to supplement the Act of 1875.

The only new proposals, however, introduced into the Bill which were not contained in the Bill of 1887 are:—(a) The assimilation of powers under possessory title to those under tenancy for life; and (b) For future registered transfers and charges having a priority.

A conference was held in London between the Incorporated Law Society and the provincial societies upon this important subject, and the question will be specially again brought before your society at the present meeting.

During the last year a very advanced step appears to your committee to have been taken by the Incorporated Law Society with a view to making the membership of that society more general, and thus blending the profession together in support of that institution in a way not hitherto attained. In this effort your committee took an active interest, and it has resulted in reducing the subscription of the Incorporated Law Society to members of provincial law societies; so that in fact, at the present time, members of this society can, by the annual payment of £1 11s., obtain (together with their membership of this society) all the advantages conferred upon them by becoming members of the Incorporated Law Society.

This fact should, your committee feels, lead to an increase of the number of gentlemen willing to join this society.

And such report, together with the society's balance-sheet, having been unanimously adopted, the following gentlemen were re-elected officers of the society for the ensuing year:—President, C. Diver; vice-president, E. W. Worledge; hon. sec. and treasurer, F. Danby-Palmer. Committee—T. A. Rising, A. E. Cowl, Z. Rayson, and F. Burton.

Votes of thanks to the honorary secretary for his past services, and the president for his conduct in the chair on this occasion having been duly accorded, the meeting terminated.

THE UNITED LAW SOCIETY.

The United Law Society held their annual dinner at the Holborn Restaurant on Thursday evening, the 30th ult. The Hon. Mr. Justice Chitty presided, and Mr. A. K. Common, chairman of the society, occupied the vice-chair.

Mr. Justice CHITTY, in proposing the toast of the evening, "Prosperity to the United Law Society," said that the society had now reached its 25th year and was at the height of its vigour and strength and in the prime of life. The first object of its existence, as he understood it, was the cultivation of the law in all its various and manifold aspects. Another object to which the society gave a great deal of attention was the acquirement of information upon every other subject connected with law. He was satisfied that the more a man knew of any subject, and especially of those subjects concerning human affairs and human beings, the difference between one man and another, the better he was able to practise in the law. Among other things he noticed that at the meetings of the society matters concerning literature and the cultivation of oratory and eloquence were discussed. Such a course of study was to his mind of very great value. Speaking of the progress the society was making, he said he must congratulate them on their present state. He was told that there were now over 200 members, and that that number was increasing. The finances, too, were on a good sound basis. One thing he was especially pleased to see was that the society worked in union with a great many others. It was also gratifying to think that that union was not confined to this country, as he found that Melbourne had a society working in union with theirs, and that Madras also had a society in union with the metropolitan institution.

Mr. A. K. COMMON in responding to the toast alluded to the fact that this was a representative society, consisting as it did of members of both branches of the legal profession. In the name of the society he thanked Mr. Justice Chitty for his presence. It was given to few indeed to possess the great abilities which had raised the learned judge to his present position. The members of that society, therefore, might not hope to emulate his example; but his presence that evening would serve as an encouragement to them to do their duty in those humbler walks of life which most, if not all of them, must be contented to tread. The speakers to the remaining toasts included Mr. Romer, Q.C., Sir Albert Rolitt, M.P., Mr. Swinfen Eady, and Mr. Oscar Wilde.

LAW STUDENTS' JOURNAL.

TRINITY BAR GENERAL EXAMINATION.

This examination is now being held, and we append the papers set in Real and Personal Property and Common Law, with references:—

REAL AND PERSONAL PROPERTY.

1. What covenants are entered into on the assignment of a lease by the assignor and assignee respectively? State the exceptions to the usual rule,

and the grounds on which they depend. (Goode's Real Property, p. 161, the Conveyancing Act, 1881, s. 7 (1), B., and Sweet's Precedents, pp. 866 and 867.)

2. Mention the necessary ingredients in the contract of suretyship. (Goode's Personal Property, p. 232.) In how many ways may a surety be discharged? (Goode's Personal Property, p. 235.)

3. Explain the nature and operation of—appointment and grant to uses: (Goode's Realty, p. 302); lease by estoppel: (Goode's Realty, p. 152); uses to bar dower. (Goode's Realty, p. 304.)

4. How are equitable estates in copyholds conveyed, and in what cases may the ordinary method be departed from? (William's Real Property, pp. 433 and 434.)

5. Explain and comment briefly on: *Interesse termini* (Goode's Realty, p. 151); *Scintilla juris* (Ibid., pp. 267, 268); *coparcenary* (Ibid., p. 139); *jus accrescendi* (Ibid., p. 239).

6. What are the limits authorized by law for the accumulation of the income of property? (Goode's Realty, p. 104.) Show the difference in result of an infringement of these limits, and of the rule against perpetuity in limitation of estates. (Goode's Realty, pp. 105, 108, and 101.)

7. State the provisions of the Wills Act (1 Vict. c. 26) as to lapses? (Goode's Realty, p. 337.) How do these provisions operate—(a) in gifts to a class? (Ibid., p. 337); and (b) in the exercise of special powers of appointment? (Ibid., p. 388.)

8. Mention any points in which the method of conveyance of corporeal or incorporeal hereditaments is affected by the Conveyancing and Law of Property Act, 1881. (Conveyancing Act, 1881, ss. 6, 63, &c.)

9. Distinguish contingent remainders and executory limitations (Goode's Realty, pp. 272, 273), and mention any points in which they have been affected by modern legislation. (Ibid., p. 274, and Conveyancing Act, 1882, s. 10.)

10. State the effect of the provisions of the Settled Land Acts, 1882 and 1884, as regards settlements by way of trusts for sale. (Settled Land Acts, 1882, s. 63; 1884, s. 6.)

COMMON LAW.

1. Explain the meaning and use of specially indorsing a writ of summons, and give a specimen of such an indorsement. How far is it applicable in the case of an action to recover land? (Broom, 7th ed., pp. 138, 146, and Appendix (A) No. 2, Rules of the Supreme Court, 1883.)

2. What are the principal rules of evidence as to proof of documents and their contents? (Broom, p. 183.)

3. Under what circumstances, with what effect, and at what stage of an action, can a defendant pay money into court? (Broom, pp. 162 and 163.)

4. State the principal rules of limitations in the cases of actions for the recovery of land, on simple contracts, and for torts. (Broom, pp. 163 and 167.)

5. State as nearly as you can the provisions of the 4th and 17th sections of the Statute of Frauds. When was it passed, and how has it been affected by any, and what, later legislation? (Broom, pp. 379, 384, 389, 409, 410, 411.)

6. What is the meaning of a negotiable instrument? Under what circumstances is notice of dishonour required and excused in the case of a bill of exchange. Explain the expression holder in due course, and what are his rights? (Broom, pp. 437, 454, 455, 442.)

7. Give a short account of the law of "waste," and mention instances of the different kinds of waste. (Goode's Real Property, pp. 48, 51.)

8. Mention the principal exemptions from liability to distress. What are the rights of a landlord to follow, for the purpose of distress, goods which have been removed? (Notes to *Simpson v. Hartopp*, Shirley's Leading Common Law Cases; Agricultural Holdings Act, 1883, and 51 & 52 Vict. c. 21.)

9. Give instances where a master is, and is not, liable for injuries caused by the negligence of his servants, and state the most important rules as to contributory negligence. (Broom, pp. 714 and 716, 723.)

10. What are the rights given by law—(a) to support for land, (b) to the benefit of water? (Broom, pp. 824, 830.)

11. State the essential elements of the crime of conspiracy. Is the combination of persons to raise the market value of shares under any, and, if so, what, circumstances a criminal offence? (Broom, pp. 939, 940.)

12. What are the chief ingredients in the crime of larceny? Illustrate your answer by examples. (Broom, pp. 974–984.)

LEGAL NEWS.

APPOINTMENTS.

Mr. HENRY THOMAS PERKINS, solicitor (of the firm of Perkins & Sawyer), of 23, Laurence Pountney-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FIELDING CLARKE, puisne judge of the Supreme Court of Hong Kong, has been appointed to act as Chief Justice of that colony. Mr. Justice Clarke is the fourth son of Mr. Henry Booth Clarke. He is an LL.B. of the University of London, and he was called to the bar at the Middle Temple in May, 1876. He was appointed Attorney-General of Fiji in 1882, Chief Justice of Fiji in 1885, and a puisne judge at Hong Kong in 1888.

Mr. ALFRED GASCOTNE WISE, barrister, who has been appointed to act as a Judge of the Supreme Court of Hong Kong, is the only son of Mr.

Alfred Wiso, and was born in 1855. He was educated at Trinity College, Cambridge, and he was called to the bar at Lincoln's-inn in January, 1878.

Mr. ARTHUR CHILD, barrister, who has been appointed to act as Chief Justice of the island of St. Lucia, is the seventh son of Mr. Henry Child, solicitor, of Doctors'-commons. He was called to the bar at the Middle Temple in November, 1876, and he formerly practised on the South-Eastern Circuit. He was appointed a stipendiary magistrate in Trinidad in 1884.

Mr. JAMES ALLWARD, solicitor, of 8, Furnival's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE BAILEY, solicitor, of 1, St. Swithin's-lane and of Romford and Grays Thurrock, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. MATTHEW LIDDELL HARLE, solicitor, of Southampton and Shirley, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROBERT LLOYD WILLIAMS, solicitor of Grays Thurrock, has been appointed Clerk to the Chadwell St. Mary School Board. Mr. Williams was admitted a solicitor in 1856. He is clerk to the Orsett Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and superintendent-registrar of births, deaths, and marriages for the Orsett District.

Mr. THOMAS PARKINSON HARKER, solicitor, of Brighton, has been appointed Clerk of the Peace for the county borough of Brighton, in succession to the late Mr. Ewen Evershed. Mr. Harker was admitted in 1876.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

WILLIAM WILD and GEORGE ALEXANDER COLLYER, solicitors (Wild & Collyer), Leadenhall-chambers, 4, St. Mary-axe, London, and at Enfield. [Gazette, May 31.]

ARTHUR THOMAS ASHWELL and JOHN JOHNSTONE, solicitors (Ashwell & Johnstone), Nottingham. May 31.

WILLIAM FREDERICK BAKER and HUBERT WALDRON, solicitors (Lawrance, Baker, & Waldron), 14, Old Jewry-chambers, London. The said William Frederick Baker retiring from practice, and the said Hubert Waldron continuing the business at 14, Old Jewry-chambers aforesaid. June 1. [Gazette, June 4.]

Mr. FRANCIS D. EDLIN has retired from the firm of Quicke & Edlin, solicitors, of No. 11, Milk-street-buildings, Cheapside, London, and has entered for the bar.

GENERAL.

The following are the circuits chosen by the judges for the ensuing summer assizes, viz.:—South-Eastern Circuit, Lord Chief Justice Coleridge; Western Circuit, Mr. Justice Denman and Mr. Justice Charles; Midland Circuit, Mr. Justice Hawkins; Oxford Circuit, Mr. Baron Pollock; Northern Circuit, Mr. Justice Stephen and Mr. Justice Grantham; North-Eastern Circuit, Mr. Justice Cave and Mr. Justice Mathew; North Wales Circuit, Mr. Justice Field; South Wales Circuit, Mr. Justice Manisty. Both civil and criminal business will be taken at these assizes. Should the foregoing arrangements be carried out, the services of two Royal Commissioners will be dispensed with, but it is very probable that it will be found necessary for some of the above judges to remain in town, and consequently two commissioners will be appointed.

Mr. Edward Stanhope presided last week at a meeting of the House of Commons Select Committee on the Trust Funds Investment Bill. Mr. W. M. Murphy, M.P., advocated the inclusion of shares in Irish tramways under baronial guarantees for trust fund investment. He said that the guarantees were made on a grand jury's presentment approved by the Lord-Lieutenant. The Irish counties were free from the permanent indebtedness found in the English municipalities. He gave figures relating to the county of Clare. Mr. Hamilton, one of the assistant-secretaries at the Treasury, said that the effect of the law on the point was, that the Treasury was liable to contribute a sum not exceeding £40,000 per year as a contribution to the amounts guaranteed by the baronies, the Treasury taking no cognizance of the stockholders, but recognizing the baronies only. The payments were only in respect of tramways maintained at work, and the Treasury was now liable for about £21,000 annually in this respect. Mr. C. N. Dalton, assistant-secretary to the Local Government Board, gave evidence as to the conditions attaching to the sanction of loans and the issue of corporation stock, and said that in the case of some boroughs the amount of indebtedness, after allowing for debts incurred for gasworks, waterworks, and market, was in excess of the rateable value.

Last week in the House of Lords the Earl of Camperdown said he had been told shortly before Easter, upon putting a question in that House on the subject, that the Bill relating to the office of high sheriff would be introduced after the House re-assembled, but so far it had not made its appearance. He had received many applications from gentlemen whose names were on the list of sheriffs, inquiring whether it was proposed to change certain of the duties and responsibilities of the office, and he therefore begged to ask Her Majesty's Government, with a view to removing uncertainty, when it was proposed to introduce the Bill. The Lord Chancellor said he could not give the noble lord a definite answer. There was much difference of opinion on this subject. He himself differed on some points from the report of the committee that inquired into this

matter; but he hoped they might be able to legislate on the subject without any undue delay.

The *World* of this week contains, under the head of "Celebrities at Home," an article on "Mr. Benjamin Greene Lake at Orpington Priory." The article concludes as follows:—"The records carefully preserved at No. 10, New-square go back to the end of George II.'s reign. Mr. John Lake, a Kentish solicitor, joined the firm of Smith & Hoskins, to which Mr. Thomas Kekewich, the judge's grandfather, once belonged, in 1819, and fifteen years later his younger brother, Mr. Henry Lake, became the junior partner in the prosperous business now carried on under the designation of Lake, Beaumont, & Lake. The future president of the Incorporated Law Society was born in Mecklenburgh-square just fifty years ago, and was sent to the Cholmeley School at Highgate, where, like a great many other men who have succeeded in after-life, he had the inestimable privilege of being birched and instructed by Dr. Dyne. A year in France finished his education, and in 1878 he became head of the Lake firm in New-square. Benjamin Lake has worked with unflinching zeal all his life, but, fortunately for the public in general and the calling to which he belongs in particular, his sphere of action has not been limited to the precincts of Lincoln's-inn. As you walk up and down below the shady trees in the monks' garden, he talks to you of his unique Volunteering experiences while going through the various ranks twice in the same corps, his last voyage in *The Doris*, his trip to South Africa in 1874, his visit to the United States three years since, his intimate connection with the English Church Union (of which he was once the treasurer and is now trustee), his friendship for the late Lord Devon, who made him his executor, and his adventures in Italy while ferreting out the mysteries of the *Slade* case. The importance of the Incorporated Law Society has of late years steadily increased. It examined at first only by delegation from the judges, but since 1877 it has done so in its own right, and the Act of last year, as well as the abolition of the Petty Bag Office, has added considerably to the functions of the senate of solicitors which sits in Chancery-lane. As a member of the council, Mr. Lake has laboured diligently ever since his election in 1873, and few presidents have shown greater assiduity in the discharge of the responsible duties of his position. If the Master of the Rolls and the Attorney-General form part of the titular triumvirate which governs the second branch of our legal profession, the chief share of the work devolves on the head of the Incorporated Law Society for the time being, and Mr. Lake divides his time with praiseworthy impartiality between his own offices and the council chamber. His notes on many measures now before Parliament bear the stamp of practical knowledge, and his contention that land registration must be intrusted to persons skilled in conveyancing if the utmost confusion were to be avoided, is warmly indorsed by his colleagues. He is stoutly opposed to the fusion of the two divisions of the profession, although he advocates an increased facility of transfer from one to the other. In the midst of his multifarious occupations, Mr. Lake manages somehow or other to find time for the Selden Society and Solicitors' Benevolent Association. He has thrown the whole of his constitutional energy into making the demonstration of the solicitors in favour of Sir Richard Webster worthy of the occasion, but he frankly admits that he is beginning to look forward to his Devonshire holiday, when he shall exchange the weighty cares of the presidency for the command of the swift-sailing *Doris*. There are unquestionably many reasons which make it in the fitness of things that the last representative of the Lakes of Goadhurst should have returned to his native county to inscribe their punning motto, '*Fente Puro*' on the walls which once sheltered those astute jurists of the Middle Ages—the monks of Orpington."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Wednesday, June	12 Mr. Roe	Mr. Layle	Mr. Carrington
Thursday	13 Clowes	Pugh	Jackson
Friday	14 Roe	Lavie	Carrington
Saturday	15 Clowes	Pugh	Jackson
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Wednesday, June	12 Mr. Godfrey	Mr. Ward	Mr. Leach
Thursday	13 Rolt	Pemberton	Beal
Friday	14 Godfrey	Ward	Leach
Saturday	15 Rolt	Pemberton	Beal

WINDING UP NOTICES.

London Gazette.—FRIDAY, MAY 31.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A W MORRIS & Co, LIMITED.—Petn for winding up, presented May 28, directed to be heard before Stirling, J., on June 22. Ward & Co, Nicholas lane, solors for petner.

BRINDLEY & Co, LIMITED.—Stirling, J., has, by an order dated May 1, appointed Thomas Stephen Evans, 6, Bucklersbury, to be official liquidator. Creditors are required, on or before June 24, to send their names and addresses, and particulars of their debts or claims to the above. Tuesday, July 2, is appointed for hearing and adjudicating upon the debts and claims.

CHAMPION BOOT PROTECTOR, LEATHER, AND GRINDERY Co, LIMITED.—Petn for winding up, presented May 29, directed to be heard before Chitty, J., on June 22. Ward & Co, Nicholas lane, solors for petners.

J. LEWIS MILLS & Co, LIMITED.—Petn for winding up, presented May 30,

directed to be heard before Kay, on Saturday, June 22 Stocken & Jupp, Lincn st, solors for petner
J. LEWIS MILLS & Co, LIMITED—Petn for winding up, presented May 30, directed to be heard before Kay, J., on June 22 C. W. & H. B. Taylor, Crutched Friars, solors for petner
MANUFACTURERS' AUCTION CO, LIMITED—The creditors are required, on or before June 24, to send their names and addresses and particulars of their debts or claims to George Norton Read, 49, Queen Victoria st Monday, July 8, at 12, is appointed for hearing and adjudicating upon the debts and claims
NATIONAL PURE WATER ENGINEERING CO, LIMITED—Petn for winding up, presented May 24, directed to be heard before Stirling, J., on June 22 May & Co, Adelaide pl, London Bridge, solors for petners
STANLEY PARK ESTATE CO, LIMITED—Petn for winding up, presented May 24, directed to be heard before Stirling, J., on June 22 Kirk, Paternoster row, solor for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

KING INSURANCE CO, LIMITED—The Vice Chancellor has, by an order dated May 8, appointed Robert Jones, of 39, North John st, to be official liquidator
WEST KIRBY HYDROPATHIC HOTEL CO, LIMITED—Creditors are required, on or before June 29, to send their names and addresses and the particulars of their debts or claims, to Robert Falconer Macfee, 77a, Lord-street, Liverpool Tuesday, July 9, at eleven, is appointed for hearing and adjudicating upon the debts and claims

London Gazette.—TUESDAY, June 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CENTRAL TRANSVAAL GOLD MINING CO, LIMITED—Creditors are required on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to Francis Joseph Saffery, 14, Old Jewry chimbrs Tuesday, July 9, at three, is appointed for hearing and adjudicating upon the debts and claims
LA TRINIDAD, LIMITED—A petition for winding up, presented May 29, directed to be heard before North, J., on Saturday, June 22 Parker & Co, St Michael's Rectory, Cornhill, solors for the petner

UNLIMITED IN CHANCERY.

RISEING SUN HOUSE PROPERTY ASSOCIATION—A petition for winding up, presented June 3, directed to be heard before Stirling, J., on June 22 Stones & Co, Finsbury circus, solors for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BOOTLE MARKETS AND ABATTOIR CO, LIMITED—Petn for winding up, presented June 1, directed to be heard before Bristowe, V.C., on June 19, at St. George's Hall, Liverpool Gradwell, Liverpool, solor for petners
STANDARD MANUFACTURING CO, LIMITED—Petn for winding up, presented May 27, directed to be heard before Bristowe, V.C., at the Assize Courts, Manchester, on Wednesday, June 19, at 10.30 Sale & Co, Manchester, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

CONSOLATION LODGE OF TRUE AND BROTHERLY BRITISH GARDENERS SOCIETY, Lancashire Hotel, Higginsshaw lane, Royston, nr Oldham, Lancashire May 30

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 24.

DOUGLAS, ROBERT, New Bond st, Piccadilly, Hairdresser. June 20. Douglas v. Bide, Chitty, J. Huberts & Hussey, New sq, Lincoln's inn

London Gazette.—TUESDAY, May 28.

CRAVEN, THOMAS, Kelghley, York, Worsted Spinner. June 26. Blundell v. Craven, Stirling, J. Waterworth, Kelghley
ELKINS, HORATIO CHARLES, Portsmouth, Gent. June 29. Ireland v. Elkins and another, North, J. Ford, Portsmouth

London Gazette.—FRIDAY, May 31.

BARNWELL, CHARLES BARNWELL, Mitham Hall, Norfolk, Clerk in Holy Orders. June 21. Postle v. Rackham, Kay, J. Prior, Norwich
WRIGHT, EDWARD JAMES, High st, Clapham. June 24. Davis v. Wright, Stirling, J. Piesse & Son, Old Jewry chimbrs

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 28.

ABRAHAM, ELIZA, Kingstown st, Regent's Park, General Dealer. June 29. Taylor & Taylor, New Broad st
BIEHTON, WILLIAM, Wolverhampton, Gent. July 1. Riley & Kettle, Wolverhampton
BRADLEY, HENRY, Bury, Gent. June 8. Donnelly, Bury
BRIDGER, EDWIN, Sistova rd, Balham, Esq. July 8. Penfold, John st, Bedford row
BROOKES, JOSEPH, Austrey, Warwick. June 8. Shaw, Tamworth
BURROWS, FRANCES CATHARINE, Clifton, Bristol. July 23. O'Donoghue & Anson, Bristol
CANNEY, LYDIA, Bishop Auckland, Durham. June 13. Jennings & Bowser, Bishop Auckland
CARDALL, WILLIAM, Birmingham. July 10. Arnold & Son, Birmingham
CLARKE, JAMES, Liverpool, Licensed Victualler. June 24. Quinn, Liverpool
CRAVEN, MARY, Scarborough. July 1. Smithson & Teasdale, York
DAVIDSON, JAMES, Plumstead, Kent, Civil Engineer. June 30. Brook & Co, Chancery lane
DENNETT, EDWARD, Prestwich, Merchant's Buyer. June 24. Scholfield, Manchester
EVANS, ELLEN, Bath. June 25. Bartlett, Bath
FLESCHELLE, MARY ANN, Brixton rd. July 1. Bell & Co, Lincoln's inn fields
GREGORY, JOHN GEORGE, Cheetham, Manchester, Publican. July 1. Cobbett & Co, Manchester
GRUNDY, RICHARD, Camlesbury, Lancs, Farmer. June 29. Holland & Callis, Blackburn
HIBBERT, CHARLES, Baldock, Herts, Gent. June 14. Hawkins & Co, Hitchin
JOLLY, ALEXANDER, Jarrow upon Tyne, Gent. July 8. Newlands & Newlands, Jarrow
KALTENBACH, THEODORE GERARD, Wiesbaden, Germany, Gent. July 1. Grece, Redhill, Surrey
MEW, THOMAS PARKER, Stockbridge. July 8. Heath & Co, New London st, Mark lane

OSBORNE, WILLIAM, Nutley, Maresfield, Sussex, Farmer. June 24. Hasties & Little, East Grinstead
PHILLIPS, SAMUEL, Manchester. June 24. Bowden & Walker, Manchester
PORTARLINGTON, Right Hon. HENRY JOHN REUBEN, Earl of, Portarlington, Queen's county, K.P. June 30. Lawrence & Co, New sq, Lincoln's inn
RAYNER, THOMAS, Manchester, Doctor of Medicine. July 8. Earle & Co, Manchester
RICHARDSON, ARTHUR HART GURNEY, Leicester, Capt R.N. July 1. Watson & Channer, Lutterworth
SANDERSON, ALEXANDER, Windle, St Helens, Lancs, Labourer. July 13. Mearns, St Helens
SELLERS, THOMAS, Wakefield, Innkeeper. July 9. Lister & Pickersgill, Wakefield
STAINES, HENRY, Gt Eastern st, Shoreditch, Builder. July 13. Charlton, St Swithin's lane
THOMAS, WILLIAM PROCTOR, Southsea, Lead Merchant. July 8. Abrahams & Co, Old Jewry
THOMPSON, ALFRED, Bishopwearmouth, Sunderland, Tailor. June 7. Hemingway, Leeds
TOMLIN, ELIZABETH, Norwich. July 1. Bonnett, Cambridge
TWISADAY, EDWARD, Rusland, Colton, Lancs, Gent. July 5. Harrison & Milne, Kendal
WALKER, HIBST, Leyburn, Yorks, Gent. July 1. Walker, Loudoun rd, N.W.
WELSH, WILLIAM LISTER, Manchester, Solicitor. June 30. Welsh & Sons, Manchester
WORTH, MARY, Countisbury, Devon. June 29. Metcalfe, Warwick et, Gray's inn
YATES, ELIZABETH PHOEBE, Rochester. July 10. Brook, Clement's lane, Lombard st

London Gazette.—FRIDAY, May 31.

APLIN, JOHN DARE, sen., Olyton, Devon, Gent. June 14. Mortimer, Olyton
BARLOW, Sir MORISON, Bart, Thrupton, Andover, Hants. Sept 1. Barlow & James, Lime st
BARTON, LOUISA, Coventry. July 1. Hampson & Co, Manchester
BARNES, MARY WATTS, St Alban's. Aug 1. Annesley, St Alban's
CHARIK, HEIMAN, Whitechapel rd, Tailor. July 1. Webb & Sons, Barbican chimbrs, Aldersgate
COOY, ANNIE MARIA, Thurlow pl, South Kensington. July 1. Stone & Co, Bath
COOK, HARRIET, Polstead, Suffolk. June 24. Grimwade, Hadleigh
CROWTHER, BRIDGET MARY, Windsor rd, Ealing. July 1. Nightingale, Crown ct, Old Broad st
PAGE, JAMES EDWARD, United University Club, Pall Mall East. July 5. Crowdy & Tarry, Serjeant's inn, Fleet st
DAMERELL, WILLIAM, Plymouth, Gent. Aug 31. Elworthy & Co, Plymouth
DICKEY, MARGARET, Stalybridge, Hardware Dealer. July 1. Ives, Stalybridge
ELLIOTT, THOMAS, Tunbridge Wells, Pianoforte Dealer. July 31. Meadows & Co, Hastings
FOLJAMBE, THOMAS, Acomb, Yorks, Esq. July 10. Cowling & Co, York
FRYER, CHARLES, Adelaide, South Australia, Chemist's Assistant. July 1. Drawbridge, Scarborough
GARNER, WILLIAM, Hastings, Builder. July 6. Meadows & Co, Hastings
GOLDSMITH, STEPHEN, Ninfeld, Sussex, Farmer. July 6. Meadows & Co, Hastings
GOLLOP, GEORGE TILLY, Netherbury, Dorset, Esq. June 30. Batten, Yeovil
GREENALL, JAMES, Goosnargh, Lancs, Farmer. June 1. Forshaw & Parker, Preston
HAGH, WILLIAM MILTON, Selly Oak, Worcester, Gent. June 21. Gem & Co, Birmingham
HARRISON, BENSON DAY, Scale How, Westmoreland, Esq. July 11. Guscotte & Co, Essex st, Strand
HUNT, JAMES EDWARD, Broadway, London Fields, Hackney, Grocer. July 1. Crossfield & Co, Hackney rd
LEEERSON, SARAH, Huddersfield. July 1. Kidd & Bentley, Holmfirth
LARKINS, ALFRED, Port Chalmers, Otago, New Zealand, Master Mariner. July 1. Grady & Co, Queen Victoria st
LEGG, ISAAC, Gosport, Hants, Nurseryman. July 1. Blake & Co, Portsea
MCLINTOCK, EDWARD, Baresley, Yorks, Down Clothing Manufacturer. July 1. Marshall & Bury, Baresley
MCLINTOCK, ROBERT, Baresley, Down Clothing Manufacturer. July 1. Marshall & Bury, Baresley
MITTIN, CHARLES, Bognor, Sussex, retired Banker's Clerk. July 1. Staffurth, Bognor
MORTIMER, EMANUEL, Pudsey, Yorks, Grocer. July 1. Tunnicliffe, Bradford
MUNRO, JOHN, Sanitary Inspector, St Olave's District Board of Works, Southwark. June 24. Caroline Munro, 41, Algernon rd, Lewisham
MURPHY, DENIS, Manchester, Gas Meter Manufacturer. July 1. Shippey & Jordan, Manchester
PLUMMER, JOHN ALDERSON, Frederick's pl, Old Jewry, Wine Merchant. July 16. George Thorp Gooding, Harden Court, Polworth rd, Streatham
POTTAGE, JOHN, Market Weighton, Yorks, Butcher. August 1. Robson, Pocklington
POWELL, JOHN, Oxtou, Chester. July 8. Wilson, Liverpool
RUSSELL, ROBERT, Horton Kirby, Kent, Farmer. July 15. Crosse & Sons, Lancaster pl, Strand
SANDERSON, CATHERINE MARIA, Talbot sq, Hyde pk. July 10. Crowdy & Tarry, Serjeant's inn, Fleet st
SCOTT, JOHN HENRY, Coleman st, Solicitor. July 25. Scott, Coleman st
SMITH, HENRY, Bexley Heath, Kent, Licensed Victualler. July 6. Payne, Chancery lane
URRY, EDWIN, Greenwich, Gent. July 15. Saw & Son, Queen Victoria st
WADDINGTON, ADIMAN, Anfield, Liverpool. July 5. Bromners & Son, Liverpool
WEST, JAMES, Chertsey, Surrey, Miller. June 25. Crowdy, Chertsey
WILLIAMS, ANTHONY, Farnham, Surrey, Wine Merchant. July 11. Potter & Cradwell, Farnham
WOOD, CHRISTOPHER, Pateley Bridge, Yorks, Retired Gamekeeper. July 1. Hutchinson, Ripon
WOODWARD, SARAH MARIA, Church row, Fulham. June 24. Piesse & Son, Old Jewry chimbrs
WRIGHT, WILLIAM, Osbournby, Lincs, Blacksmith. June 13. Rodgers & Jessopp, Skeaford
WYLEY, ANNE, Kingskerswell, Devon. July 1. New & Co, Evesham

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, May 31.

RECEIVING ORDERS.

ASH, NATHANIEL, Nottingham, Provision Dealer Nottingham Pet May 28 Ord May 28
 AUSTIN, GEORGE, Hartlebury, Worcestershire, Schoolmaster Kidderminster Pet May 23 Ord May 23
 BAKER, THOMAS WALTER, Sidcup, Kent, Grocer Rochester Pet May 8 Ord May 27
 BARRETT, WILLIAM, Halifax, Brassfounder Halifax Pet May 28 Ord May 28
 BECK, EDWARD, Catfield, Norfolk, Miller Norwich Pet May 29 Ord May 29
 BETTS, ISAIAH, Holbeach, Lincolnshire, Farmer King's Lynn Pet May 28 Ord May 28
 BOFFAY, JOSEPH, Crewe, Butcher Crewe Pet May 23 Ord May 23
 BUCKLEY, JOHN BENNETT, Carrington, Nottingham, Solicitor Nottingham Pet May 11 Ord May 26
 BYKES, WILLIAM, Doncaster, Joiner Sheffield Pet May 29 Ord May 29
 CARVILLE, THOMAS ABBOTT, Southborough, nr Tunbridge Wells, Journeyman Butcher Tunbridge Wells Pet May 27 Ord May 27
 COHEN, AARON ALFRED, Oxford gdns, Notting hill, House Furnisher High Court Pet May 29 Ord May 29
 COWARD, CHARLES, Motcombe, Dorset, Boot Maker Salisbury Pet May 27 Ord May 27
 CUTTOW, JOHN THOMAS, Godmanchester, Huntingdonshire, Commission Agent Peterborough Pet May 25 Ord May 29
 DAVIS, J. G. STIDDER, & Co, Grangerd, Bermondsey, Engineers High Court Pet May 28 Ord May 28
 DEWHURST, JAMES, Blackburn, Shoemaker Blackburn Pet May 28 Ord May 28
 EASTER, HENRY ROBERT, Haddiscoe, Norfolk, Coal Dealer Great Yarmouth Pet May 21 Ord May 25
 ELLIOTT, ERNEST ROBERT, Leamington, Draper Warwick Pet May 20 Ord May 28
 EVENDEN, GEORGE, Derby, Licensed Victualler Derby Pet May 23 Ord May 26
 FLETLEY, MARY, Knafordproug, Yorks, Provision Dealer York Pet May 29 Ord May 29
 GILBY, WILLIAM, Woburn, Beds, Butcher Luton Pet May 27 Ord May 27
 HADLEY, TIMOTHY, Berwick st, Soho, Cheesemonger High Court Pet May 28 Ord May 28
 HALL, THOMAS, Twyford, Bucks, Agricultural Labourer Banbury Pet May 29 Ord May 29
 HARRIS, JOHN THOMAS, and THOMAS HENRY TURNER, Watling st, Sutton, Warehouseman High Court Pet May 27 Ord May 27
 KATZ, SIBMUND, Cress st, Finsbury, Furniture Dealer High Court Pet May 29 Ord May 29
 LAST, JOSHUA, Nayland, Suffolk, Baker Colchester Pet May 29 Ord May 29
 LOWICK, ALFRED THOMAS, Montpellier, Bristol, Commission Agent Bristol Pet May 27 Ord May 27
 MARSHALL, JOHN WILLIAM, Kingston upon Hull, Builder Kingston upon Hull Pet May 27 Ord May 27
 MEARS, ISAAC, Birchanger rd, South Norwood, Builder High Court Pet April 15 Ord May 29
 MILES, ELIZA, Bexley Heath, Kent, Widow Rochester Pet May 10 Ord May 27
 MILLER, WILLIAM THOMAS, Wolsley Mews, Kentish Town, Perambulator Maker High Court Pet May 27 Ord May 27
 MORRIS, REUBEN, Chicksand st, Whitechapel, Baker High Court Pet May 27 Ord May 27
 MORRIS, TONIL, Fieldgate st, Whitechapel, Baker High Court Pet May 27 Ord May 27
 NICHOLS, HENRY, and RICHARD NICHOLS, Narrow st, Limehouse, Lightermen High Court Pet May 27 Ord May 27
 PEARCY, SARAH ANN, Stockton on Tees, Licensed Victualler Stockton on Tees Pet May 28 Ord May 28
 PELLET, FREDERICK, Old Kent rd, Hatter High Court Pet May 27 Ord May 27
 POINTON, WILLIAM, Crewe, Solicitor Crewe Pet May 28 Ord May 28
 ROBINSON, THOMAS HUGH SMYTH, Padiham, Lancs, Licensed Victualler Burnley Pet May 27 Ord May 27
 ROSSON, HERBERT WILLIAM, Luton, Beds, Auctioneer Luton Pet May 20 Ord May 29
 ROWE, CHARLES, Middlesborough, Common Lodging House Keeper Middlesborough Pet May 27 Ord May 27
 SABBARTON, THOMAS, Arcola st, Shacklewell, Antique Wood Carver High Court Pet May 23 Ord May 28
 SAWYER, GEORGE THOMAS, Walsham le Willows, Suffolk, Farmer Bury St Edmunds Pet May 29 Ord May 29
 SAWYER, MARK, Northfleet, Kent, Grocer Rochester Pet May 29 Ord May 29
 SIMPSON, THORNTON GERALD, Victoria rd, Hackney Wick, Physician High Courts Pet May 28 Ord May 28
 SKIPPER, EDWARD, Leicester, Fish Salesman Leicester Pet May 28 Ord May 28
 SMITH, ALEXANDER, Old st, St Luke's, Boot Manufacturer High Court Pet May 27 Ord May 27
 STAFFORD & Co, North bldgs, Eldon st, Mercantile Agents High Court Pet May 4 Ord May 23
 STAPELTON, JOSIAH GLODE, Wemyss rd, Blackheath, of no occupation Greenwich Pet March 11 Ord May 21
 TASKER, HARRIETT, Gt Yarmouth, Corn Factor Gt Yarmouth Pet May 27 Ord May 27
 TILLYARD, EDMEZER, St Martin's lane, Solicitor High Court Pet Nov 7 Ord May 2

THOMAS, CHARLES, Newport, Mon, Greengrocer Newport, Mon Pet May 17 Ord May 27
 WALTERS, THOMAS, Fenton, Staffs, Grocer Stoke on Trent Pet May 28 Ord May 28
 WEBSTER, GEORGE, and CHARLES JAMES WEBSTER, Childersome, Yorks, Woollen Manufacturers Leeds Pet May 27 Ord May 27
 WINDSOR, WALTER, Leeds, Labourer Leeds Pet May 28 Ord May 28
 WOOLLATT, JOHN, Nottingham, Lace Manufacturer Nottingham Pet May 28 Ord May 28
 WROE, MARIA ANNE, Leeds, formerly Confectioner Leeds Pet May 28 Ord May 28

The following amended notice is substituted for that published in the London Gazette of May 24.

JAMES, DAVID, Tregaron, Cardigan, Tanner Carmarthen Pet May 20 Ord May 20

FIRST MEETINGS.

ADAMS, JAMES, Pembroke Dock, late Licensed Victualler June 8 at 11 Off Rec, Carmarthen
 APPLETON, SAMUEL, Hay Mills, nr Birmingham, Draper June 13 at 11 25, Colmore row, Birmingham
 AUSTIN, GEORGE, Hartlebury, Worcs, Schoolmaster June 7 at 2.15 A 8 Thursfield, Solicitor, Kidderminster
 BARRETT, WILLIAM, Halifax, Brass Founder June 14 at 3 Off Rec, Halifax
 BECK, EDWARD, Catfield, Norfolk, Miller June 8 at 11.30 Off Rec, 2, King st, Norwich
 BOFFAY, JOSEPH, Crewe, Butcher June 25 at 10.30 152, Hospital st, Nantwich
 CHAMBERS, JOHN, Leicester, late Grocer June 12 at 12.30 Off Rec, 28, Friar lane, Leicester
 COWARD, CHARLES, Motcombe, Dorset, Boot Maker June 11 at 3 Off Rec, Salisbury
 EASTER, HENRY ROBERT, Haddiscoe, Norfolk, Coal Dealer June 8 at 1 Off Rec, 8, King st, Norwich
 EVENDEN, GEORGE, Derby, Licensed Victualler June 7 at 3 Off Rec, St James's chambers, Derby
 FITCH, SAMUEL RICHARD, Church st, Stoke Newington, Confectioner June 7 at 11 No. 16 Room, 31 & 31, St Swithin's lane
 FLETLEY, MARY, Knafordproug, Yorks, Provision Dealer June 13 at 12 28, Stonegate, York
 FROGGATT, JAMES, THOMAS FROGGATT, and GEORGE FROGGATT, Newtown, Cheshire, Candlewick Spinners June 12 at 11.30 Off Rec, County chambers, Market pl, Stockport
 HALL, SAMUEL, Birmingham, Baker June 11 at 11 25, Colmore row, Birmingham
 HILL, HENRY HUME, Southampton, Shipping Clerk June 14 at 11 Off Rec, 4, East st, Southampton
 HUGHES, WILLIAM, Hoylake, Cheshire, Ironmonger June 13 at 2 Off Rec, 35, Victoria st, Liverpool
 JACKSON, JOHN DEFFORD, Southport, no occupation June 13 at 3 Off Rec, 35, Victoria st, Liverpool
 KERBRIDGE, WILLIAM, Wangford, Suffolk, Butcher June 8 at 12 Off Rec, 8, King st, Norwich
 KEYMER, JEREMIAH HOWARD, Norwich, General Shop Keeper June 8 at 11 Off Rec, 8, King st, Norwich
 LAND, WILLIAM SCOTT, York, Clerk June 15 at 11 28, Stonegate, York
 LUND, GEORGE ROBERTS, Armley, Leeds, Coal Merchant June 13 at 3 Off Rec, 22, Park row, Leeds
 LUND, THOMAS ANTOBUS, Manchester, Licensed Victualler June 7 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
 NETTLESHIP, ANNE, Sheffield, Drysalter June 11 at 11 Off Rec, Figgies lane, Sheffield
 PAIGE, FRANCIS JOHN, Waterman Farm, nr Ugborough, Devon, Farmer June 7 at 3 10, Athenium terr, Plymouth
 PEGG, JAMES, Long Sutton, Lincs, Linendraper June 7 at 12.30 Auction Mart, Tokenhouse yd
 PHILLIPS, MARY, Treginnion, Llanfair, Pembroke-shire, Farmer June 11 at 11 Castle Hotel Haverfordwest
 SADLER, SAMUEL, Dudley, formerly Grocer June 7 at 11 Off Rec, Dudley
 SAWYER, MARK, Northfleet, Kent, Grocer June 12 at 11.30 Off Rec, High st, Rochester
 SMITH, LUKW, Owlpen, nr Dursley, Glos, Farmer June 8 at 11 Off Rec, 15, King st, Gloucester
 STRAUS, FREDERICK, London rd, Forest Hill, Draper June 12 at 3 119, Victoria st, Westminster
 TASKER, HARRIETT, Gt Yarmouth, Corn Factor June 8 at 3 Off Rec, 8, King st, Norwich
 THWAITES, JOHN MITCHELL, Carlisle, Innkeeper June 11 at 12.30 Off Rec, 34, Fisher st, Carlisle
 TIMMS, CHARLES, Newport, Mon, Greengrocer June 8 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
 WALTERS, THOMAS, Fenton, Staffs, Grocer June 14 at 10 Off Rec, Newcastle under Lyme
 WILKINSON, ROBERT CARNE, St Thomas, Devon, J.P. Exeter Pet May 2 Ord May 27
 WILKINSON, WILLIAM PLAYTERS, Exeter, Wine Merchant Exeter Pet May 2 Ord May 27
 WINDSOR, WALTER, Leeds, Labourer Leeds Pet May 28 Ord May 28
 WROE, MARIA ANNE, Leeds, formerly Confectioner Leeds Pet May 28 Ord May 28

ADJUDICATIONS.

ASH, NATHANIEL, Nottingham, Provision Dealer Nottingham Pet May 28 Ord May 28
 AUSTIN, GEORGE, Hartlebury, Worcs, Schoolmaster Kidderminster Pet May 23 Ord May 23
 BANKS, THOMAS ALEXANDER, the younger, Newtown, nr Andover, Hants, Innkeeper Salisbury Pet May 28 Ord May 28
 BARRETT, WILLIAM, Halifax, Brass Founder Halifax Ord May 28 Ord May 28

BECK, EDWARD, Catfield, Norfolk, Miller Norwich Pet May 29 Ord May 29
 BETTS, GEORGE HENRY, Holbeach, Lincs, Clothier King's Lynn Pet May 24 Ord May 29
 BETTS, ISAIAH, Holbeach, Lincs, Farmer King's Lynn Pet May 28 Ord May 28
 BYRES, WILLIAM, Doncaster, Joiner Sheffield Pet May 29 Ord May 29
 CLAY, ALFRED, Stockton on Tees, Grocer Stockton on Tees Pet May 6 Ord May 28
 COOMBS, HENRY, Plumstead, Kent, Builder Greenwich Pet April 13 Ord May 17
 COWARD, CHARLES, Motcombe, Dorset, Bootmaker Salisbury Pet May 28 Ord May 27
 COX, GEORGE, Stamford st, Blackfriars, Proprietor of a Repository for Horses High Court Pet March 13 Ord May 27
 CUTTOW, JOHN THOMAS, Godmanchester, Hunts, Commission Agent Peterborough Pet May 24 Ord May 29
 DAVIES, WILLIAM, Beaufort, Brecknock, Draper Tregaron Pet May 17 Ord May 27
 DRYDEN, ROBERT, Newcastle on Tyne, Timber Merchant Newcastle on Tyne Pet May 11 Ord May 27
 EASTER, HENRY ROBERT, Haddiscoe, Norfolk, Coal Dealer Gt Yarmouth Pet May 21 Ord May 25
 EVENDEN, GEORGE, Derby, Licensed Victualler Derby Pet May 23 Ord May 27
 FIGGURES, JOHN ERNEST, Luton, Beds, Commercial Traveller Luton Pet May 14 Ord May 26
 GARNIES, THOMAS JAMES, North Cheriton, Bath, Gent Yeovil Pet March 28 Ord May 29
 GILBY, WILLIAM, Woburn, Beds, Butcher Luton Pet May 25 Ord May 27
 HADLEY, TIMOTHY, Berwick st, Soho, Cheesemonger High Court Pet May 28 Ord May 28
 IRWIN, DAVID, Manchester, Restaurant Proprietor Manchester Pet April 13 Ord May 28
 JACKSON, GEORGE HENRY, Burton on Trent, Painter Burton on Trent Pet May 8 Ord May 25
 JONES, RICHARD, Askew rd, Shepherd's Bush, Ironmonger High Court Pet May 15 Ord May 28
 KNIGHT, SAMUEL, Battersea rise, Builder Wandsworth Pet April 25 Ord May 27
 LANCASTER, WILLIAM, Ardwick, Manchester, China Dealer Manchester Pet May 25 Ord May 28
 LAST, JOSHUA, Nayland, Suffolk, Baker Colchester Pet May 29 Ord May 29
 MALLIN, JOSEPH, Birmingham, Licensed Victualler Birmingham Pet May 22 Ord May 29
 MARSHALL, JOHN WILLIAM, Kingston upon Hull, Builder Kingston upon Hull Pet May 27 Ord May 27
 MORRIS, REUBEN, Chicksand st, Whitechapel, Baker High Court Pet May 27 Ord May 23
 MORRIS, TONIL, Fieldgate st, Whitechapel, Baker High Court Pet May 27 Ord May 23
 PEARCY, SARAH ANN, Stockton on Tees, Licensed Victualler Stockton on Tees Pet May 28 Ord May 28
 PIRIE, JOHN, Eastcheap, Scotch Factor High Court Pet May 2 Ord May 27
 ROBINSON, THOMAS HUGH SMYTH, Padiham, Lancs, Licensed Victualler Burnley Pet May 25 Ord May 27
 ROWE, CHARLES, Middlesborough, Common Lodging House Keeper Middlesborough Pet May 27 Ord May 27
 SABBARTON, THOMAS, Arcola st, Shacklewell, Antique Wood Carver High Court Pet May 23 Ord May 28
 SAWYER, MARK, Northfleet, Kent, Grocer Rochester Pet May 29 Ord May 29
 SKIPPER, EDWARD, Leicester, Fish Salesman, Leicester Pet May 27 Ord May 28
 SMITH, C GRANT, Cursitor st, Chancery lane, Club Proprietor High Court Pet March 6 Ord May 27
 STANBRIDGE, FREDERICK WILLIAM, Dantzic cottages, Finchley, Draper Barnet Pet May 18 Ord May 27
 SUGARS, ADELAIDE, Hemel Hempstead, Herts, Subans Pet May 21 Ord May 27
 TASKER, HARRIETT, Gt Yarmouth, Corn Factor Gt Yarmouth Pet May 27 Ord May 29
 TIMMS, CHARLES, Newport, Mon, Greengrocer Newport, Mon Pet May 27 Ord May 27
 WALL, THOMAS SMITH, Kingswood, nr Bristol, Cartilage Trimmer Bristol Pet May 18 Ord May 29
 WALTERS, THOMAS, Fenton, Staffs, Grocer Stoke on Trent Pet May 28 Ord May 28
 WILKINSON, HERBERT, and HENRY FIELD CRISP, Barbican, Eating house Keepers High Court Pet May 20 Ord May 28
 WILKINSON, ROBERT CARNE, St Thomas, Devon, J.P. Exeter Pet May 2 Ord May 27
 WILKINSON, WILLIAM PLAYTERS, Exeter, Wine Merchant Exeter Pet May 2 Ord May 27
 WINDSOR, WALTER, Leeds, Labourer Leeds Pet May 28 Ord May 28
 WROE, MARIA ANNE, Leeds, formerly Confectioner Leeds Pet May 28 Ord May 28

The following amended notice is substituted for that published in the London Gazette of May 24.

JAMES, DAVID, Tregaron, Cardigan, Tanner Carmarthen Pet May 20 Ord May 20

London Gazette.—TUESDAY, June 4.

RECEIVING ORDERS.

BATE, JOHN JAMES, Everton, Liverpool, Building Material Dealer Liverpool Pet May 31 Ord May 31
 BEDFORD, MARY JANE, St John's, Worcester, Licensed Victualler Worcester Pet May 30 Ord May 30
 BIDDLE, DANIEL, Oxford, Furniture Dealer Oxford Pet May 29 Ord May 29

BINGHAM, CHARLES WILLIAM, and EDWARD MATTHEWS, St John's terr, Fulham, Confectioners High Court Pet May 31 Ord May 31
 BINGLEY, JAMES, Leeds, Cloth Merchant Leeds Pet June 1 Ord June 1
 BOOST, EDWIN, Gt Grimsby, Fisherman Gt Grimsby Pet June 1 Ord June 1
 CHALLAND, JOHN HENRY, Colwick, Notts, Auctioneer Nottingham Pet May 31 Ord May 31
 DAVIES, THOMAS, Blaia, Mon, Innkeeper Tredegar Pet June 1 Ord June 1
 DOUGALL, JAMES, Orchard st, Portman sq, Upholsterer High Court Pet May 31 Ord May 31
 FARROW, THOMAS, King's Lynn, Bookseller King's Lynn Pet May 31 Ord May 31
 FITCH, WILLIAM, Royal terr, Upton park, Furniture Dealer High Court Pet May 31 Ord May 31
 FLETCHER, WILLIAM, Derby, Builder Derby Pet May 31 Ord May 31
 GARRATT, EDMUND, Buttrd rd, West Hampstead, Builder High Court Pet May 15 Ord May 31
 GIBBONS, ARTHUR JAMES DILLON, Euston rd, Shipping Agent High Court Pet May 31 Ord May 31
 GOODMAN, WILLIAM JAMES, West Lavington, Wilts, Licensed Victualler Bath Pet May 30 Ord May 30
 GRANDIDGE, ISRAEL, late of Bury, Painter Bolton Pet May 30 Ord May 30
 GRANT, JOHN C., St James's st, Pall Mall, Journalist High Court Pet May 11 Ord May 31
 GUEST, WILLIAM, jun, Lichfield, Baker Walsall Pet May 31 Ord May 31
 HILL, HENRY, Huddersfield, Mattress Maker Huddersfield Pet May 30 Ord May 31
 HINDE, FRANCIS HENRY, Craven st, Strand, retired Colonel High Court Pet April 16 Ord May 31
 JOHNSON, JOHN THOMAS, Bradford, Plumber Bradford Pet June 1 Ord June 1
 LIVERMORE, CHARLES, Penarth, Glam, Manufacturer of Knitted Garments Cardiff Pet May 29 Ord May 29
 LOTT, JAMES, New Swindon, Wilts, Ironmonger Swindon Pet May 31 Ord May 31
 LUXMOORE, WILLIAM JOHN, Hereford r.l, Bayswater, late Capt in 7th Dragoon Guards High Court Pet Nov 20 Ord Dec 21
 MACKENZIE, THEODORE, late of Maldenhead High Court Pet Feb 14 Ord May 31
 MARSHALL, EDWARD MONCASTER, Boston, Lincs, late Grocer Great Grimsby Pet May 16 Ord May 29
 MCCLURE, GEORGE WILKINSON, Tokenhouse bldgs, Stockbroker High Court Pet May 27 Ord May 30
 MULLINGS, SAMUEL EDWARD, Crawley, Sussex, Surgeon Croydon Pet May 29 Ord May 29
 NANCE, JOHN MORTIMER, Cullercoats, Northumberland, Innkeeper Newcastle on Tyne Pet May 23 Ord May 31
 PADGETT, DAVID, Huddersfield, Roller Coverer Huddersfield Pet May 31 Ord May 31
 PICKARD, ALFRED BERRY, Leicester, Grocer Leicester Pet May 31 Ord May 31
 SMITH, ROBERT, and JOHN BARNES, Bermondsey sq, Bermondsey, Builders High Court Pet May 16 Ord May 30
 SPEULS, ROBERT GEORGE, Walthamstow, late Builder High Court Pet May 31 Ord May 31
 STANWELL, WILLIAM HENRY, Holpningham, Lincs, Shoemaker Boston Pet May 30 Ord May 30
 TURNER, HENRY, The Pavement, Clapham, Butcher High Court Pet May 14 Ord May 30
 WATSON, ROBERT, Dover, Gent Canterbury Pet May 15 Ord May 31
 WHITTLE, JOHN, Preston, Clothier Preston Pet May 22 Ord May 31

RECEIVING ORDER RESOINDED.

CARROLL, BRIDLIA, St Helens, Confectioner Liverpool Rec March 13 Reso May 31

FIRST MEETINGS.

ASH, NATHANIEL, Nottingham, Provision Dealer June 13 at 11 Off Rec, 1, High pavement, Nottingham
 AUSTIN, EDWARD HENRY, Shepton Mallet, Somerset, Grocer June 19 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
 BAKER, THOMAS WALTER, Sidcup, Kent, Grocer June 12 at 12 Off Rec, High st, Rochester
 BEDFORD, MARY JANE, St John's, Worcester, Licensed Victualler June 14 at 11 Off Rec, Worcester
 BETTS, GEORGE HENRY, Holbeach, Lincs, Clothier June 14 at 2.30 Off Rec, 8, King st, Norwich
 BETTS, ISALAH, Holbeach Drove, Lincs, Farmer June 21 at 10 Court house, King's Lynn
 BRADLEY, FREDERICK, Wednesbury, Engine Driver June 19 at 10.45 Off Rec, Walsall
 BRADLEY, GEORGE TENNANT, Gulseley, Yorks, Joiner June 13 at 4 Off Rec, 29, Park row, Leeds
 BRUCE, ALFRED, late of Wiveliscombe, Somerset, Gent June 12 at 11 Off Rec, 5b, Hammett st, Taunton
 BUCKLEY, JOHN BENNIE, Carrington, Nottingham, Solicitor June 12 at 12 Off Rec, 1, High pavement, Nottingham
 BULLOCK, JOSEPH, and ABRAHAM WOODIWISS, Southend, Essex, Fudders June 11 at 10.45 Shirehall, Chelmsford
 CARVILLE, THOMAS ABBOTT, Southborough, nr Tunbridge Wells, Journeyman Butcher June 14 at 2 Spenser & Reeves, Mount Pleasant, Tunbridge Wells
 CAVE, GLADWIN CLOVES, Hart st, Bloomsbury, of no occupation June 14 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 CUTTOD, JOHN THOMAS, Godmanchester, Hunts,

Commission Agent June 21 at 12 County Court, Peterborough
 DEWHURST, JAMES, Blackburn, Shoe Maker July 16 at 1.30 County Court House, Blackburn
 FLETCHER, WILLIAM, Derby, Builder June 13 at 2.30 St James's Hotel, Derby
 FORTRELL, PHILIP, Merston rd, Kensington, Horse Dealer's Salesman June 14 at 12 33, Carey st, Lincoln's inn
 GOWLER, ALBERT HENRY, Mortimer crescent, Kilburn, Jeweller's Traveller June 14 at 1 33, Carey st, Lincoln's inn fields
 GRANDIDGE, ISRAEL, late of Bury, Painter June 12 at 11 16, Wood st, Bolton
 HARRISON, CHRISTOPHER FRANCIS, Liverpool, Inspector of Schools June 18 at 2 Off Rec, 25, Victoria st, Liverpool
 HART, CHARLES, Braintree, Essex, Tailor June 11 at 11 Shirehall, Chelmsford
 HILL, HENRY, Huddersfield, Mattress Maker June 14 at 3 Haigh & Son, Solicitors, Huddersfield
 LAST, JOSHUA, Nayland, Suffolk, Baker June 15 at 10.30, Towham, Colchester
 LEWIS, WILLIAM THOMAS, BENJAMIN LEWIS, and JOHN LEWIS, Neath, Glam, Auctioneers June 13 at 12.30 Castle Hotel, Neath
 LION, MICHEL, Artillery lane, Bishopsgate, Boot Manufacturer June 12 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 LOWICK, ALFRED THOMAS, Montpellier, Bristol, Commission Agent June 19 at 1 Off Rec, Bank chmbrs, Bristol
 LUPTON, FREDERICK CHARLES, Ballster rd, Brixton, Clerk in the G P O June 12 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 MILLS, ELIZA, Bexley Heath, Kent, Widow June 13 at 11.30 Off Rec, High st, Rochester
 NANCE, JOHN MORTIMER, Cullercoats, Northumberland, Innkeeper June 14 at 10.30, Off Rec, Pink land, Newcastle on Tyne
 NEAL, THOMAS, Gresham House, Old Broad st, Secretary to Public Companies June 13 at 12.30 33, Carey st, Lincoln's inn
 PADGETT, DAVID, Huddersfield, Roller Coverer June 14 at 11 Haigh & Son, solors, Huddersfield
 PARKINSON, G E, Abchurch lane, Financial Agent June 12 at 11 33, Carey st, Lincoln's inn
 PEARKE, RICHARD, sen, Northfield, King's Norton, Works, late Farmer June 14 at 11 25, Colmore row, Birmingham
 PICKARD, ALFRED BERRY, Leicester, Grocer June 15 at 3 Off Rec, 33, Friar lane, Leicester
 PICKWORTH, WILLIAM JOHN, Plaistow, Essex, School Board Teacher June 13 at 2.30 33, Carey st, Lincoln's inn
 PIRIE, JOHN, Eastcheap, Scotch Factor June 12 at 12 33, Carey st, Lincoln's inn
 REICHFELD, JOSEPH, Wellington st, Strand, Merchant Tailor June 14 at 11 Bankruptcy bldgs, Lincoln's inn
 ROBINSON, THOMAS HUGH SMITH, Padham, Lancs, Licensed Victualler June 27 at 2 Exchange Hotel, Nicholas st, Burnley
 SKIPPER, EDWARD, Leicester, Fish Salesman June 18 at 12.30 Off Rec, 28, Friar lane, Leicester
 SMITH, G GRANT, Curator st, Chancery lane, Club Proprietor June 12 at 1 33, Carey st, Lincoln's inn
 SOAR, THOMAS, Nottingham, Lace Maker June 12 at 11 Off Rec, 1, High pavement, Nottingham
 SPARKING, HENRY WILLIAM, Amphill sq, Costume Maker June 14 at 12 Bankruptcy bldgs, Lincoln's inn
 SPENCER, ARTHUR, and REUBEN SPENCER, Sheffield, Grocers June 14 at 2 Off Rec, Figgree lane, Sheffield
 STANBRIDGE, FREDERICK WILLIAM, Dantzic cottages, Finchley, Draper June 13 at 11 No 16 Room, 30 and 31, St Swithin's lane
 TAYLOR, FREDERICK, sep estate, Quick's rd, Wimbledon, Builder June 13 at 12 No 16 Room, 30 and 31, St Swithin's lane
 TAYLOR, JAMES GEORGE ELLIFF, sep estate, Quick's rd, Wimbledon, Builder June 13 at 12 No 16 Room, 30 and 31, St Swithin's lane
 TAYLOR, JAMES GEORGE ELLIFF, and FREDERICK TAYLOR, Quick's rd, Wimbledon, Builders June 13 at 12 No 16 Room, 30 and 31, St Swithin's lane
 THOMAS, LEWIS, Neath, Glam, Licensed Victualler June 12 at 12 Castle Hotel, Neath
 TRUDGETT, JOSEPH, Westbourne, Sussex, Grocer June 12 at 2 Dolphin Hotel, Chichester
 WILLIAMS, WILLIAM, Bishops Lydeard, Somerset, Farmer June 11 at 11 Off Rec, 5b, Hammett st, Taunton
 WINDSOR, WALTER, Leeds, Labourer June 14 at 12 Off Rec, 22, Park row, Leeds
 WOOLLATT, JOHN, Nottingham, Lace Manufacturer June 13 at 12 Off Rec, 1, High pavement, Nottingham
 WROE, MARIA ANNE, Leeds, formerly Confectioner June 14 at 11 Off Rec, 29, Park row, Leeds
 YOUNG, THOMAS, Clifton, Bristol, Painter June 19 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

The following amended notice is substituted for that published in the London Gazette of May 28.
 LOMAS, MOSES, Selby, Yorks, Innkeeper June 11 at 12.30 Off Rec, York

ADJUDICATIONS.

ABRAHAM, ABRAHAM, Bedford row, Solicitor High Court Pet May 31 Ord May 31
 BAKER, THOMAS WALTER, Sidcup, Kent, Grocer Rochester Pet April 15 Ord May 31
 BEDFORD, MARY JANE, St John's, Worcester, Licensed Victualler Worcester Pet May 30 Ord May 30
 BINGLEY, JAMES, Leeds, Cloth Merchant Leeds Pet June 1 Ord June 1

BIRAM, BENJAMIN SWINTON, Birmingham, Mineral Merchant High Court Pet April 16 Ord May 31
 BOOST, EDWIN, Gt Grimsby, Fisherman Gt Grimsby Pet June 1 Ord June 1
 BRUCE, ALFRED, late of Ford, Wiveliscombe, Somerset, Gent Taunton Pet May 13 Ord May 29
 CAULICSHAW, WILLIAM, St Margaret's mansions, Victoria st High Court Pet Jan 3 Ord May 30
 DAVIES, THOMAS, Blaia, Mon, Innkeeper Tredegar Pet June 1 Ord June 1
 FAGGE, FREDERIC WILLIAM, St Stephen's chmbrs, Moorgate st, Stock Broker High Court Pet Feb 13 Ord May 29
 FITCH, WILLIAM, Royal terrace, Upton Park, Furniture Dealer High Court Pet May 31 Ord May 31
 FLETLEY, MARY, Knarborough, Yorks, Provision Dealer York Pet May 29 Ord May 29
 GIBBONS, ARTHUR JAMES DILLON, Euston rd, Shipping Agent High Court Pet May 31 Ord May 31
 GOODMAN, WILLIAM JAMES, West Lavington, Wilts, Licensed Victualler Bath Pet May 30 Ord May 30
 GRANT, ALFRED THOMAS, ONESIMUS WILLIAM GRANT, and MARY WILLIAMS GRANT, Little Queen st, Holborn, Furniture Dealers High Court Pet April 29 Ord May 30
 GUEST, WILLIAM, jun, Lichfield, Baker Walsall Pet May 31 Ord May 31
 HAMILTON, W., King st, Hammarsmith, Draper High Court Pet April 29 Ord June 1
 HARRIS, JOHN THOMAS, and THOMAS HENRY TURNER, Watling st, Button Warehousemen High Court Pet May 27 Ord May 30
 HARRIS, SAMUEL LOUIS, Red Cross st, Barbican, Wholesale Clothier High Court Pet May 10 Ord May 31
 HARRIS, THOMAS, Rotherhithe st, Rotherhithe, Packing Case Maker High Court Pet May 17 Ord June 1
 JOHNSON, JOHN THOMAS, Bradford, Plumber Bradford Pet May 31 Ord June 1
 LIVERMORE, CHARLES, Penarth, Glamorganshire, Manufacturer of Knitted Garments Cardiff Pet May 8 Ord May 29
 LONG, WILLIAM, Chichester, Tailor Brighton Pet May 10 Ord May 30
 LONG, JAMES, New Swindon, Ironmonger Swindon Pet May 31 Ord May 31
 MCCLURE, GEORGE WILKINSON, Tokenhouse bldgs, Stockbroker High Court Pet May 27 Ord June 1
 MILLER, WILLIAM THOMAS, Wolsely mews, Kentish Town, Perambulator Maker High Court Pet May 27 Ord May 30
 MITCHELL, ROBERT BRIGHTMORE, Sheffield, Journalist Sheffield Pet April 10 Ord May 30
 MORGAN, PHILIP, and JOSEPH PEPPER WRIGHT, York, Manufacturing Confectioners York Pet May 8 Ord May 29
 NADIN, ELIAS, Chesterfield, Cabinet Maker Chesterfield Pet May 13 Ord May 30
 NANCE, JOHN MORTIMER, Cullercoats, Northumberland, Innkeeper Newcastle on Tyne Pet May 23 Ord May 31
 OGLE, ATKIN, Gt Horton, Bradford, Wheelwright Bradford Pet May 14 Ord June 1
 PADGETT, DAVID, Huddersfield, Roller Coverer Huddersfield Pet May 31 Ord May 31
 PRASE, HANNAH, Oxford mansions, Oxford Market, Widow High Court Pet Sept 3 Ord May 31
 PELLET, FREDERICK, Old Kent rd, Hatter High Court Pet May 27 Ord May 30
 PICKLES, HARTLEY, Bradford, Reed Manufacturer Bradford Pet May 13 Ord June 1
 REST, MARK, Bloester King's End, Oxon, late Innkeeper Oxford Pet May 7 Ord May 29
 ROSSON, HERBERT WILLIAM, Luton, Beds, Auctioneer Luton Pet May 20 Ord May 31
 SEAWARD, LABAN, and HENRY SEAWARD, Airedale, Hants, Millers Winchester Pet March 23 Ord April 2
 SEMA, JOHN, Wrotham, Kent, Grocer Tunbridge Wells Pet May 3 Ord May 31
 SPEULS, ROBERT GEORGE, Walthamstow, late Builder High Court Pet May 31 Ord May 31
 STANWELL, WILLIAM HENRY, Holpningham, Lincs, Shoemaker Boston Pet May 30 Ord May 30
 TURNER, HENRY, The Pavement, Clapham, Butcher High Court Pet May 14 Ord June 1
 WHITEWRIGHT, ROBERT HENDERSON, and WILLIAM BROWN, Rood lane, Wholesale Tea Merchants High Court Pet May 30 Ord May 31
 WHITTLE, JOHN, Preston, Clothier Preston Pet May 22 Ord June 1
 YOUNG, THOMAS, Bristol, Painter Bristol Pet May 25 Ord June 1

ADJUDICATIONS ANNULLED.

GIBBS, EDWIN, Munsley, Herefordshire, Farmer Worcester Adjud March 29, 1887. Annual May 27
 JENNIE, GERTRUDE, Wenwoe, near Cardiff, Spinster Cardiff Adjud July 2, 1888. Annual May 16

SALES OF ENSUING WEEK.

June 12.—Messrs. FARRBROTHER, ELLIS, OLARK, & Co., at the George Hotel, Winchester, Freehold Residential Sites (see advertisement, June 1, p. 2).
 June 12.—Messrs. ROBERT TIDNEY & SON, at the Mart, E.O., at 1, Leaschold Investments (see advertisement, June 1, p. 11).
 June 13.—Messrs. DANIEL WATNEY & SON, at the Mart, E.O., at 2, Freehold Land and Properties (see advertisement, June 1, p. 10).

June 12.—Messrs. E. & F. SWAIN, at the Mart, E.C., at 1, Freehold Mansion (see advertisement, June 1, p. 11).

June 14.—Messrs. NORTON, TRIET, & GILBERT, at the Mart, E.C., at 2, Freehold and Leasehold Properties (see advertisement, June 1, p. 10).

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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OF THIS ASSOCIATION WILL BE HELD AT THE

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